

**ALLOTMENT LETTER**

To

Dated.....

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**Subject: Allotment of Residential Flats/Units in Project "PALM ROYALE", situated at RAJA KA TAAL, FIROZABAD, U.P.**

Dear Sir/Madam,

In response to your application dated ..... We **M R P L Developers**, having its registered office at Chameli Bagh, Raja Ka Taal, Firozabad, UP (hereinafter referred to as the 'Promoter' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter, allot to you residential Flat/Unit No. ....on ..... Floor, Block/Tower No. ....Unit Type .....Carpet Area-----sq.ft.(.....sq.mtr.),/Super Area.....sq.ft. (.....sq.mtr.), Terrace area .....sq. ft. ( .....sq. mtr.)approx as per specifications attached herewith, in the Group Housing Project known as "**PALM ROYALE**", for a cost of Rs..... (Rupees ..... only) which is includes the basic sale price of the Flat/Unit and all other charges as per Payment Plan mentioned hereinafter.

Earnest Money/Booking Amount Rs. .... (Rupees .....  
.....paid vide Receipt Nos. ....

Dated ..... The said rates are exclusive of certain charges which are clearly mentioned in the Application Form.

**Note: - 1 Sq.mtr. = 10.764 Sq.ft.**

Builder

Allottee(s)

**DOCUMENTS TO BE SUBMITTED ALONG WITH THE ALLOTMENT LETTER:**

**FOR RESIDENTS OF INDIA:**

Copy of PAN card

Address Proof

Photograph of all Applicants

**PARTNERSHIP FIRM:**

Copy of PAN card of partnership firm

Copy of Partnership Deed

Copy of Registered Office

In case of one of the partners has signed the documents, an authority letter from other partners authorizing the said person to act on behalf of the firm.

**PRIVATE LIMITED AND LIMITED COMPANY:**

Copy of the PAN card of the company

Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company

Board resolution authorizing the signatory of the application form to buy property on the behalf of the Company

**HINDU UNDIVIDED FAMILY (HUF):**

Copy of the PAN card of the HUF

Address proof

Authority letter from all coparcener's of HUF authorizing the Karta to act on behalf of HUF

**NRI/FOREIGN NATIONAL OF INDIAN ORIGIN:**

Copy of individual Passport

In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the applicant

In case of the cheque, all payments should be received from the NRE/NRO/FCNR account of the applicant only or foreign exchange remittance from abroad and not from the account of any third party.

## Terms of Allotment

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

- a. **Applicant:** means person(s)/Firm/ Company applying for booking of the said Flat/Unit, whose particulars are set out in the Booking Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms & conditions of the booking application form. In case of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee(s).
- b. **Application (Booking Application):** A request for booking of Flat/Unit made by the person(s)/Firm/Company on a standard format namely booking application form of Promoter.
- c. **Allotment:** Means the Allotment of the said Flat/Unit to the Applicant, pursuant to his/her/their application to the Promoter for the same and agreeing with the Standard Terms and Conditions (as defined hereinafter).
- d. **Allotment Letter:** Confirmation of booking of Flat/Unit by the Promoter and an agreement over a prescribed standard format of Promoter which is duly executed by and between the Promoter and Allottee(s).
- e. **Allottee(s):** Those who have accepted and signed the allotment letter over a standard format of Promoter, thereafter, a particular Flat(s)/Unit(s) has reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/Sale Deed to be executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the CoAllottee(s) will have an equal share in the Flat/Unit unless otherwise specifically provided.
- f. **Parties:** Means the Promoter and the Applicant/Allottee and "Party" shall refer to anyone of them.
- g. **Said Building:** Means area Towers/Blocks in the said Complex, as mentioned in this Allotment Letter in which the said Flat/Unit may be located.
- h. **Flat/Unit:** The dwelling Flat/Unit in the project which is identified by a number; that number is also identifying the floor and the block of that Flat/Unit Said Flat/Unit" shall mean the specific Flat/Unit applied for by the Applicant in the said Project, details of which has been set out in the Application. i. **Area:**
  - ✓ **Area of land:** Total Area of land over which the project is going to be constructed.
  - ✓ **"common areas and Facilities " mean— (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase; (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces; (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel; (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (vii) all community and commercial facilities as provided in the real estate project; (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;**
  - ✓ **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/ promoter without the interference of other Flat/Unit owners.
  - ✓ **Limited Common Area and Facilities:** Those which are reserved for use of certain Flat/Unit or Flats/Units to the exclusion of the other Flat/Unit.
  - ✓ **Proportionate Share:** Means a proportionate undivided, indivisible, impartial ownership rights in the free hold plot of land underneath the said Complex/Tower.
  - ✓ **Carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
  - ✓ **Super Area:** Means the covered area of the Flat/Unit of the area under the periphery walls, area under columns and walls within the Flat/Unit, half of the area of the wall common with other premises adjoining the Flat/Unit, cupboards, plumbing shafts/lift shafts/electric shafts of the Flat/Unit, total area of all balconies except terrace areas, and the proportionate share of the Common Areas.

- ✓ **Built-up Area:** Means the covered area of usable rooms including constructed area of the flat/unit with or without roof including wall measured on the outer line, columns, beams cupboard, usable shafts, balconies and terrace with or without roof.
- j. **Basic Cost of Flat/Unit:** The consideration amount for sale of Flat/Unit exclusive of other charges which are mentioned in the booking Application Form and the Allotment Letter.
- k. **Credai:** Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the apartments buyers and developers. Its also have a cross check over the developers according to its code of conduct.
- l. **Promoter:** That is **M R P L Developers.**, a registered partnership firm, having its Office at Chameli Bagh, Raja Ka Taal, Firozabad, UP, 283203.
- m. **Complex:** The entire project having Flats/Units of different types and dimensions in various Blocks also having spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.
- n. **Force Majeure Clause:** means any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Application, which shall include but not be limited to:
  - ✓ Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc. ✓ Explosions or accidents, air crashes and shipwrecks, act of terrorism ✓ Strikes or lock outs, industrial dispute.
  - ✓ Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
  - ✓ War and hostilities of war, riots, bandh, act of terrorism or civil commotion.

The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/Promoter from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/ Said Building 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 any other Quasi Judicial Body or for any other reason whatsoever
- o. **Layout and Plans** the Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular flat/Unit.
- p. **Payment Plans** The mode of payment towards the captioned booking of Flat/Unit having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- q. **Earnest money:** means 10% of the Total Price of the said Flat/Unit payable by the Applicant.
- r. **Non Refundable Amounts:** Means interest paid or due on delayed payments, deduction of brokerage paid by the Promoter, if any, etc.
- s. **Maintenance Charges:** Means the charges to be paid by the Allottee(s)/owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Promoter or to the Maintenance Agency at prescribed rates on the Carpet / Super built-up area of the said Flat/Unit.
- t. **Project:** Means "**Palm Royale**", situated at Raja Ka Taal, Firozabad, U.P.
- u. **Association of Apartment Owners :** Means the Resident Welfare Association / Association of Apartment Owners which shall be duly formed after providing possessions of majority of Flats/Units in the said project. The Company/ Promoter shall get the association registered in case the same is not registered by the Flat/Unit owners themselves and in such a case all the residents shall be required to become a member of the said RWA/AAO so formed and nominate among themselves, such persons to become President, Vicepresident, general secretary and treasurer etc. as required under the law.
- v. **Representatives:** shall include the directors, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such Persons and also includes the Representatives of any Person.

**w. Terms is with reference to RERA :**

i. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

ii. "Government" means the Government of the State of Uttar Pradesh;

iii. "Rules" means the Real Estate (Regulation and Development) "Regulations" means the Regulations made under the . Real Estate (Regulation and Development Act, 2016; iv. RERA means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Rules made under the Act.

- x. Government Authority:** Means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction.
- y. Law:** Means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any government Authority, whether in effect as of the date of this Allotment Letter or thereafter.
- z. Taxes:** Shall mean present and future taxes and levies/notified by the authorities, Central/ State Governments and recoverable from Flat(s)/Unit(s) owners.
- aa. TDS:** Shall mean Tax Deduction at Source.

**REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows:

- (A) That the Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (B) That the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (C) That there are no encumbrances upon the said Land or the Project except Reliance Home Finance Limited.
- (D) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project;
- (E) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land and Building;
- (F) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (G) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project which will, in any manner, affect the rights of Allottee under this Agreement;
- (H) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (I) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee

Builder

Allottee(s)

- (J) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (K) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and / or the Project

**NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

In the event of any contradiction or inconsistency, the '*Terms & Conditions*' stipulated in this Allotment Letter shall supersede and prevail at all times.

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

1. That the Promoter is developing and constructing residential Flat(s)/Units of various sizes and dimensions in the Group Housing Residential Project after getting the building plan duly approved by the Firozabad Shikohabad Development Authority (FSDA) and the Promoter is entitled to allot the said Flat(s)/Unit(s) on Free hold basis to the intending Allottees. The Allottee herein has desired Allotment of a Flat/Unit in the said project namely "**PALM ROYALE**", which the Promoter offered for allotment.
2. That as per the building Plan/Layout plan of said "**PALM ROYALE**", it is envisaged that the Flats/Units on all floors shall be allotted as an independent dwelling Flat/Unit with impartible and undivided proportionate share on Free-hold basis, in the land area underneath its block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities, if any, for the Flat(s)/Unit(s) to be used and maintained jointly by all the Allottees in the manner hereinafter mentioned. The rights of roof(s) are vested with the Promoter and the Allottee shall not be permitted to carry out any construction on the terrace(s).
3. That the Allottee has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid group housing project and fully satisfied about the title, rights and interest of the Promoter in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the Promoter. If in any case the beams & columns do not exist as per the structural drawings as shown in the drawing then the actual construction of the Flats/Units shall not be compared to that, and also the fitting fixture, finishing and other items of said Flat/Unit shall not be compared with the actual construction as shown. The specifications of actual construction are duly specified in the brochure and also forming the part of allotment letter.
4. That the layout plan of the entire Project as drawn by the Promoter is tentative and is subject to change, if deemed necessary by the Promoter or as may be required by the regulatory authorities of Firozabad Shikohabad Development Authority. Such alternations may include change in the area of the Flat/Unit, Floor, Block, number of Flat/Unit, location and increase/decrease in the number of car parking slots allotted to the Allottee. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Promoter, shall be final and binding on the Allottee. Further, the Promoter reserves the right to suitably amend the terms and conditions as specified herein.

**Note: The request for any change in construction/specification of any type in the Flat/Unit will not be entertained.**

Builder

Allottee(s)

5. That the Allottee is aware of and has acknowledged that the building plans are tentative and agree to that the Promoter may make such changes, modifications, alterations and additions therein, as may be deemed necessary or may be required to be done by the Promoter, the Govt./GDA or any other local authority or body having jurisdiction. As per the prevailing building bye laws of the GDA, the FAR (Floor Area Ratio) of the "PALM ROYALE", presently is 2.5 of the residential plot area, which comprises of fixed numbers of the Units/Flats in proportionate, and thereafter the Promoter has right to purchase 1.25 FAR of the

Residential Plot Area from GDA and further Promoter may use additional 5% FAR as per the norms of the Green Building by Laws. Furthermore, 10% of the total FAR is compoundable; accordingly the numbers of the dwelling/Flats and population density may be increased. Also that in the eventuality of further increase in FAR as per bye laws of GDA/State Govt./or any Competent Authority, the Promoter shall have full right to explore the roof to achieve the increased FAR. That the Promoter may make any type of changes in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Promoter and by signing this Allotment, the terms and conditions shall be presumed all time consent of the Allottee for always have been stated herein. This consent shall be treated as NOC from the allottee according the terms and conditions of the U.P. Apartment Act, 2010, Real Estate Regulation and Development Act 2016 or as amended Act.

6. That in consideration of the Allottee complying with the terms and conditions of this Allotment and making timely payments as per schedule mentioned in this Allotment or its annexure(s), shall be final and binding over the Allottee, any separate demand letter for the due installments is not required to be send by the Promoter and that shall not be claimed by the allottee as his right or a duty/obligations towards the Promoter. The Promoter hereby agrees to allot the above said Flat/Unit in the said group housing complex, namely "PALM ROYALE", (The Carpet / Super area is tentative and is subject to change till the grant of Occupancy Certificate from the Firozabad Shikohabad Development Authority or other competent Authority).

**Note: In case Certified copy of this allotment letter is required and requested by the Allottee or bank/financial institution, the same shall attract a fee of Rs. 10,000/- as administrative charges and shall be payable by the Allottee.**

7. That the "Super Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace/roof which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities etc. and including all easement rights attached to the said Flat(s)/Unit(s). However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces/roof / basements / stilts etc., rights and to carry out further constructions in case of any change in the FAR, club, swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities will be solely owned by the Promoter who will have the authority to charge memberships for such facilities or / and dispose-off these assets as stated above in the manner deemed fit by the Promoter. All dimensions shown in feet-inches are close approximation to metric dimensions.

8. That any alternation / modification as the Promoter may deem fit or as directed by any competent authority(ies) resulting  $\pm 3\%$  change in the Carpet / super built-up area of the Unit/Flat. However any major alternation / modification resulting in more than  $\pm 3\%$  in Carpet / Super built-up area of the Unit/Flat, any time prior to and upon the possession of the Unit/Flat, the Promoter will intimate to the allottee in writing about the changes thereof and the change in the enhanced cost of Unit/Flat, the

Allottee has to pay that amount to the Promoter. The Allottee has to give his consent or objection within 30 days from date of such notice. In case the Allottee does not give consent and objects for such change the allotment shall be cancelled and the Promoter will refund the entire money received from the allottee without any deduction and without any interest. No other claim of the Allottee shall be considered in this regard.

**It shall always be clear that any alteration / modification resulting in change in the Carpet / Super built up area of the Unit/Flat then the demand or refund shall be applicable for the entire increase / decrease in area eg. : for a  $\pm$  4% change the demand or refund shall be applicable for the total 4% area.**

9. The applicant(s) agrees that he shall pay the sale price of the residential Flat/Unit/Shop and the other charges on the basis of super area of the Flat/Unit/Shop, which comprises of the built up area/covered area of Flat/Unit/Shop including area under periphery walls and columns, the area of balconies/verandas/cupboards, windows projects etc. proportionate share of common area within the building like staircase, Mummies. Lift room, common lobbies and passages on all floor and the proportionate share of common services area in the complex like community facilities, security rooms, electric substation, pump rooms, underground/overhead water tanks covered and uncovered shafts etc.
10. That the Allottee and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the Promoter shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the allottee or any family member accompanying him.
11. That the allottee & co-allottee (if any) will have equal share in the Flat/Unit and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottee & co-allottee, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the concerned bank, if loan is availed.

The interest over the delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to 2(two) months, thereafter the company can cancel the said allotment and the Allottee shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the cost of the Flat/Unit. For the refund in an above said cases as stated above, consent of both the allottee & coallottee shall be necessary otherwise the amount shall be refunded in equal share between all the allottee.

12. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Promoter will charge 9% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 45 days from the due date for such payment or two consecutive demands whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the Promoter and the amount deposited by the Allottee as earnest money 10% of the Flat/Unit sale price will stand forfeited, and after deduction of over dues interest amounts received from housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refundable without interest after 90 days of cancellation of allotment. However, the Promoter may at its sole discretion, condone the delay in payment exceeding 45 days by charging interest 9% p.a. and restore the allotment in case the allotted Flat/Unit has not been allotted to someone else. Alternative Flat/Unit, if available may also be offered in lieu but Promoter is not bound to do so.

13. That time is essence with respect to the Allottee's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges to be paid on or before due date or as and when demanded by the Promoter as the case may be and also to perform or observe all other obligations by the Allottee according to the Allotment Letter. It is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Promoter to send demand notices/reminders regarding the payments to be made by the Allottee as per the schedule of Payments or obligations to be performed by the Allottee. However the Promoter may without prejudice to its rights and sole discretion, waive its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case.
14. That the Allottee agrees that if the cheque deposited with the Promoter by the Allottee towards any payment due, is dishonored on technical grounds, then the Allottee shall replace the dishonored Cheque with a Demand Draft/Banker's Cheque of equivalent amount within three(3) days of such dishonor along with dishonor charges, failing which the allotment of said Flat/Unit, as the case may be, shall automatically stand cancelled at the sole discretion of the Promoter without any prior intimation to the Allottee. If a cheque is dishonored due to insufficient funds or stop payment then the allotment, as the case may be shall automatically stand cancelled

without any prior intimation to the Allottee at the sole discretion of the Promoter. In both cases, 10% of the earnest money of the Flat/Unit sale price along with any other amounts of non-refundable in nature shall be forfeited/deducted as Office/Administrative charges and the balance amount, if any, shall be refunded without any interest.

15. That in case, the Allottee, at any time, desires for surrender registration cum booking / provisional allotment, it may be agreed to subject to sole discretion of the Promoter. In such a case 10% of the Flat/Unit sale price shall be deducted towards the processing and administrative charges along with any charges /taxes and other outstanding dues and the balance, if any, shall be refunded without any interest subject to sale of the same booked unit.
16. That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the allotment of the allotted Flat/Unit, the Promoter shall only facilitate the process subject to the following:-

The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only.

The responsibility of getting the loan sanctioned and disbursed, as per the Promoter's schedule of payment will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per payment schedule, shall be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained herein above.

17. That all Taxes and statutory levies presently payable in relation to Land comprised in "**PALM ROYALE**", have been included in the price of the Flat/Unit. However in the event of any further increase and/or any fresh tax, GST, service tax, trade tax/sales tax, VAT, TDS, farmer's compensation, cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee on pro-rata basis.
18. That all taxes such as House Tax, Water Tax, Sewage Tax, Electricity Charges or any other taxes shall be payable by the allottee from the date of possession or deemed date of possession declared by the Promoter, whichever is earlier.
19. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the Firozabad Shikohabad Development Authority concerned upto the boundary of the said Project. The Promoter will carry out all the above mentioned amenities within boundary of the said Project i.e.

internal development of the Project, the delay in providing the above said facilities on the part of the Firozabad Shikohabad Development Authority shall not be considered as delay on the part of Promoter.

20. That the construction of “**PALM ROYALE**”, Complex is likely to be completed as early as possible but subject to force majeure circumstances including strike of workforce, non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, and any notice, order, rule, notification of Government, Public or other Competent Authority, no claim by way of damage, compensation shall lie against the Promoter in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons which are beyond the control of Promoter.
21. In case of delay in construction of the said Flat/Unit beyond this period plus grace period and which is not due to reason explained in clause no. 20 above, the allottee has an option to either take refund of the amount paid by him without any deduction or delayed possession charges at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment commencing from Committed Possession Date or within any extended period or periods as envisaged under this Allotment, if the allottee paid all due installments in time towards the sale consideration amount of the said Flat/Unit to the Promoter. That the delay in possession beyond the grace period, delay possession charges as mentioned above shall be paid which shall be inclusive of all kind of claim/damages of the allottee. In no case any further claim for the delayed possession will be entertained. Delayed possession charges shall be adjusted in the outstanding payment to be made to the Promoter at the time of possession.
22. That the Allottee agrees and undertakes to take Tower wise possession of the said Flat/Unit within the time stipulated by the Promoter in the notice by executing necessary formalities, as and when offered, since it is a large project having number of buildings/towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee must take the possession of Flat/Unit as soon as it is made available for possession.
23. That a written intimation for completion of Apartment will be sent to the Allottee and a “Fit-out-Period” of 90 days will commence from the date of offer for possession. The said “Fit-out-Period” is in order to facilitate the Allottee to communicate exact date by which he will be taken physical possession of Flat/Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Promoter, registration of Sale Deed etc. the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said “Fit-out-Period” only, which will take around 30 to 40 days for an individual Flat/Unit.
24. That the final touch of the Flat/Unit shall be given after the registration of sale deed and the consent of the allottee shall be presumed that the keys of the Flat/Unit were given for the final touch. The allottee has to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee. In case the allottee delays in taking over the keys back after the confirmed date then Promoter shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee even then the keys of the Flat/Unit were not been taken back.
25. That in case the allottee reaches in last time of fit out period where the scope of 30 to 40 days for final touch does not remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter-offer for possession.
26. That if the construction completed prior to the date given in the allotment letter because the date given in the allotment letter is an assessment only and construction may be completed earlier, in that case the Allottee shall not refuse for taking the possession on any ground whatsoever.

27. That if the physical possession is not taken over at site within 60 days of offer of possession, the Allottee shall pay holding charges @ Rs.5/-per sq. ft. per month for the period of delay in taking the possession, the said penalty shall commence from the date of expiry of Fit-out Period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per terms and conditions of the Promoter shall be entitled and entertained. Further in case of bank loan the due amount will refund to the bank and balance amount will be refund to the Allottee.
28. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the Promoter. The date of applying the completion certificate shall be presumed as the date of completion, the Promoter shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
29. That in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottes shall be entitled to receive appropriate compensation in the manner as provided under the Act. However the Liability of the Company is subject to Natural deformities and also Allottes / association of allottes, ensuing that they do not cause any damage to the structure due to any act or omission of any act on their part. Similarly the Allottes / association of allottes will ensure the Maintenance of the Other equipment's including but not limiting to Lifts, generators, STP, all equipments, sanitary and electrical fittings through reputed original suppliers / their authorized representatives / reputed maintenance agencies. However, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought

Out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Promoter shall co-operate with the allottee in sorting out the issue.

30. That it is acknowledged and understood by the Allottee that possession of the Flat/Unit shall be handed over on execution of the Sale Deed which will be executed by the Promoter in favour of the Allottee, after receipt of all the dues and demands, documentation and on fulfillment of conditions as stipulated in the this Allotment Letter and after transfer of title as permissible in law.
31. That the saledeed of the Flat/Unit shall be got executed and registered in favour of the Allottee by the Promoter after receiving the entire sale consideration amount and dues in respect of the allotted Flat/Unit. The registration charges including all cost of stamp papers, documentation fees, official fees and other informal charges shall be borne by the Allottee. The allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, any stamp duty and deficiency of stamp thereon if imposed by the Govt./Competent Authority over the allotment letter, allotment of parking, parking space and agreement for maintenance, electricity and power backup etc. shall be paid and borne by the allottee.
32. That after taking possession of Flat/Unit, the allottee shall have no claim against the Promoter as regards to quality of work, material, pending installation, area of Flat/Unit or any other ground whatsoever.
33. That after possession, the allottee shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water

Commission/any other rules and regulations by State of U.P. or any other competent authority. That the allottee shall abide all laws, rules and regulations of the GDA/Local Authority/State Govt./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the Promoter) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Flat/Unit.

That the Carbon Credit Benefit arisen, if any, in the Township can be redeemed by the Promoter.

34. That the car parking will be available inside the complex. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces as allotted to the Allottee. One car parking is mandatory. No car/vehicle is allowed inside the complex except those who have been allotted the car parking space. The Promoter also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/allottee/occupier of the Flat/Unit shall not have any right over the un-allotted parking spaces.

The Allottee will have right to use one number of ..... Car Parking Space specifically earmarked for the said Flat/Unit in the Complex, which right shall stand automatically transferred with the change in hands of the said Flat/Unit.

35. That additional car parking will be available on request and payment basis but it shall be allotted to the intending Allottee of Flat/Unit on first come first serve basis. Upon purchase the same, a separate agreement for the allotment of the additional car parking will be executed between Promoter or its nominees and the Applicant. The Applicant shall not have any ownership rights over the parking.
36. That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
37. That single point electric connection will be taken for the complex from the concerned Authority and the electricity will be distributed through separate meters to the allottee through pre-paid systems.
38. That if Allottee is required more than 1KVA Power back up facility, then the Allottee has to give his consent in writing at the time of signing of the application form and has to pay additional charges for the additional Power back up facility, and no request for power back-up facility shall be entertained later on. Per Flat/Unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. However \_\_\_\_\_KVA power back-up will be given by the Promoter.

The Allottee will get the electric connection for the capacity, as opted by him at the time of booking for 2BHK(minimum 3KVA), for 3BHK (minimum 4KVA) and 4 BHK (minimum 7KVA).

**Note:** i. Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.

ii. Charges for Electricity Load and Dual Electricity Meter shall be payable by the Allottee, as per prevailing rate at the time of possession of Flat/Unit.

iii. Charges for Solar Energy System and any other charges compliance by the Govt./local authority shall be payable by the Allottee, as per prevailing rate at the time of possession of Flat/Unit.

39. That the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee will be decided by the Promoter.

40. That the saving and expecting the particular Flat/Unit allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Flat/Unit, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee or tot-lots, space for public amenities, shopping centers or any other space not allotted to him, which shall all remain the property of the Promoter for all times unless the Promoter decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Promoter can Sale out the vacant Flat/Unit or the complete block of the Flat/Unit as a whole or in part to one or more person(s)/Promoter(s)/institution(s) whatsoever for short term or long term.
41. That the Allottee hereby agrees and undertakes that prior to taking possession of the said Flat/Unit, he shall enter into a Separate Maintenance Agreement with the Promoter or maintenance agency appointed or nominated by the Promoter for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Flats/Units Owner Association" and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency. The tenure of the said maintenance agreement shall be for a maximum period of 2 years from the date when first letter of offer for possession is issued by the Promoter to the Allottee, the Allottee agrees to pay the Promoter or the Maintenance Agency, monthly maintenance charges equivalent to 2 (two) year in advance. However, maintenance can be handed over to the Association of Allottee(s) after the expiry of two years in case written consent of majority flat/unit owners is received by the Promoter and in such case; the proportionate balance deposit shall be transferred to the Association of Allottee(s). The Allottee undertakes to become a member of the "Flat/Unit Owner Association" and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency.
42. That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewage system, common area lighting. The services outside the Flat/Unit but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex.
43. That the Promoter shall not pay any damages/compensation to the Allottee in case of the failure of the services which are technical in nature.
44. That the Allottee doth hereby agrees and confirms that the Promoter shall not be held responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency

by the allottee. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the Promoter from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.

45. That it is understood by the Allottee that the internal maintenance of the Flat/Unit and also its insurance shall always remain the responsibility of the Allottee.
46. That subject to his right as mentioned above, the Allottee hereby covenants with the Promoter that from the date of the receipt of the offer of possession / possession notice of the Flat/Unit or the date of receiving deemed possession, as provided herein before, he shall at his own cost, keep the said Flat/Unit, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure / safety of the premises is in no way damaged or jeopardized. He shall neither himself do not

permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.

47. That the Allottee agrees not to use the said Flat/Unit or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Flat/Unit in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Flat/Unit which tend to cause damage to any flooring or ceiling of any Flat/Unit over or below or adjacent to his Flat/Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
48. That the applicant(s) shall also be required to pay requisite charges as fixed by the company for connection of water and sewer for allotted residential Flat/Unit/Shop and also power backup charges, sinking fund, admin charges, and all other such charges as may be fixed by the company.
49. That it is admitted acknowledged and so recorded by and between the parties that the Allottee shall under no circumstances will not be allowed to carry out any change whatsoever in the elevations and / or outer colour scheme. This provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of non compliance of this provision by the Allottee, the Promoter without any formal notice shall be at liberty to restore the original elevations and / or outer colour scheme at the cost and risk of the Allottee.
50. That the Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Flat/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Allottee/Occupants in the said Complex.
51. That the Allottee further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas. The Allottee further undertake as follows:
  - i) That he will not remove any load bearing wall of the said Flat/Unit.
  - ii) That he shall not distribute the electrical load from the said Flat/Unit in compliance with the electrical system installed by the Promoter or its Maintenance Agency
  - iii) The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
52. That the Promoter shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) Laying of roads, (ii) laying of water line, (iii) laying of sewer lines and (iv) laying of electric lines. However, it is acknowledged and understood by the Allottee (s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture are to be provided by the Government or Firozabad Shikohabad Development Authority and/or the concerned local authority.
53. That the Allottee agrees that until a Sale Deed is executed and registered, the Promoter shall continue to be the owner of the Flat/Unit and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all the payments have been received by the Promoter. It is further clarified that the Promoter is not constructing any Flat/Unit as a contractor of the Allottee but on the other hand Promoter is constructing the complex as its own assets and the sale shall be deemed to have taken place only after execution of the Sale Deed and actual completion of construction/ finishing and handing over of the Flat/Unit. The Promoter shall always have the first lien and charge on the Flat/Unit for all its dues that may become due and payable by the Allottee to the Promoter.

Builder

Allottee(s)

54. That it is hereby agreed, understood and declared by and between the parties that the Promoter may take construction finance/ demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Flat/Unit of the said complex, however the Sale Deed in respect of the said Flat/Unit in favour of Allottee will be executed and registered as free from all encumbrances at the time of registration relating to Flat/Unit qua Builder.
55. That the Allottee agrees that the Promoter shall have the first charge/lien on the said Flat/Unit for the recovery of all its dues payable by the Allottee under this Allotment and such other payments as may be demanded by the Promoter from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Promoter will be entitled to enforce the charge by selling the said Flat/Unit to recover and receive the outstanding dues out of the sale proceeds thereof.
56. That this Allotment Letter or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Promoter which consent may be given or denied by the Promoter at its sole discretion and shall be subject to applicable laws and notifications or any policy of Firozabad Shikohabad Development Authority or any other Government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Promoter may impose.
57. That the subject to above, in case of change in name of provisional Allotment of Flat/Unit, a processing fee as prevailing at the time of desired charges shall be payable by the allottee to the Promoter at the time of submitting application for such change in name etc. However first change request will be entertained after receipt of 40% of the Flat/Unit Sale Price and / or inclusion of name of spouse as co-allottee shall be free of any charges.
58. That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
59. That it is hereby agreed that the Promoter/ maintenance Agency shall be entitled to effect disconnection of water / sewer and power/ power backup connection and debar from usage of any or all common facilities within the complex of the allottee, in case of an unlawful activities or non-compliances of any of the terms of this allotment by the allottee.
60. That if for any reason, whether within or outside the control of the Promoter, whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest will be refunded to the allottee.
61. That in case there are joint Allottees, all communication shall be sent by the Promoter to the First allottee only at the mailing address given by him which shall be deemed as served on all Allottees. It shall be responsibility of intending allottee to inform the Promoter by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form or allotment letter will be used for all correspondence demand letters/notice and letters posted at that address (if change in addresses did not intimate) will be deemed to have been receiving by the intending allottee and the Promoter shall not be responsible for any default.
62. That in case, the Allottee makes any payment to any of the person/Company, except **M R P L DEVELOPERS**, against his booked Flat/Unit, then the Allottee will be solely responsible & liable for the said payment.
63. The Project shall always be known as "**PALM ROYALE**", and this name shall not be changed by anyone including the Allottee(s) or his lessees / occupant(s) / transferee(s) / assignee(s) / Association etc.
64. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.

65. All or any dispute out of or touching upon or in relation to the terms and conditions of this Allotment, including the interpretation and validity of the terms of thereof and respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be referred to the sole arbitrator to be appointed by the Promoter, failing which it will be referred to the Adjudicating Authority appointed by the Authority. The allottee shall have no objection to this appointment. Decision of the sole arbitrator shall be final and binding on all the parties.
66. The venue of the arbitration shall be Firozabad and the award of the arbitrator(s) shall be rendered in English.
67. That the Courts at Uttar Pradesh and High Court at Allahabad shall have jurisdiction in all matters arising out of and / or concerning this agreement.
68. That the Allottee is fully satisfied with title, interest and rights of the Promoter. It is clear to me that for any change in layout plan, my written consent is required as per the Law, the Allottee hereby gives his free consent to the Promoter that it can make any type of changes in layout/elevation/design beside alternation in open space etc., this consent will be presumed as all-time written consent for the same.
69. That the Allottee has also read and understood the terms and conditions mentioned in the Allotment Letter by taking ample period, if any objection raised regarding the said terms and conditions from his side then he will discuss with the Promoter. If the Allottee does not raise any objection about the said terms and conditions before signing this Allotment Letter, it will be presumed that he agrees with the same and he will not raise any objection in future.
70. I/We hereby confirm that I/We have fully understood the terms and conditions of the allotment letter as explained to me/us in my/our vernacular language & agree to be bound by the same. I/We have signed the allotment letter with my/our free consent and without any force, fraud, coercion or undue influence.

**IN WITNESSES WHEREOF**, the first party and second party here to set and subscribed their respective hands on the day, month and year first above written.

**M R P L DEVELOPERS**

**Witnesses**

1.

**Allottee(s)**

2.

Builder

Allottee(s)