ALLOTMENT LETTER IN YAMUNA CITY

THIS AGREEMENT IS MADE on this …… **2025** between **MADHYAM LAND BASE PRIVATE LIMITED** a Private Limited company Registered under companies act, 2013 having Company Identification Number: U74999DL2016PTC292699, having its registered office at **67, Cottage Enclave, A-4, Paschim vihar, New Delhi, Delhi, India, 110063** through its duly authorized signatory hereinafter referred to as the "Firm", which term shall unless repugnant to the context shall mean and include its successors, administrators and assigns, of the Party at the First Party

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……

(Hereinafter referred to as the "Allottee" which terms shall unless repugnant to the context shall mean and include his/her heirs' representatives, successors, executors, administrators and assigns), **of the Party at the First Party**

1) In response to the application of the Allottee, the firm has subject to the terms & conditions, allotted to Allottee a **Plot No**. …….. Measuring area as …… **Sq. Mtr.** at the site of : **"YAMUNA CITY" MAUZA AATAS BANGAR, VRINDAVAN, MATHURA** subject to the terms & Conditions referred here in after

2) The above mentioned Plot is a part of **Khasra No**. …….. In MAUZA AATAS BANGAR, VRINDAVAN, MATHURA. The above Plot is situated inside the residential housing scheme named as Yamuna City, approved by M.V.D.A.
3) In Future, if customer requests for any change in any unit number/party name, the customer shall Liable for any impact of Taxes etc.
4) Area mentioned in Point No. of this agreement may vary upto + 3% (Area and cost) any change, payable in variation cost of allottee
5) The First party has agreed to complete the construction of allotted Plot within 24 months from (i) in case of down payment the date of full & final payment as per payment plan, (ii) in case of CLP/Flexi from the date of payment of 1st Instalment as per payment plan, The possession period clause is subject to timely payment by the allottee (s) and the allottee (s) agrees to abide by the same in the regards.
6) The parties agree and acknowledge that where the completion of construction and/ or the handover of the possession of the Plot is delayed by any reasons beyond the control of the firm including without limitation Force Majeure (defined below). If customer request for refund, the deposits of customers will be refunded along with simple interest @4% P ,A, if the delay in refund is more than one year from the date of each deposits Force Majeure means any event or circumstance or combination of event or circumstance whether occurred or likely to occur which satisfies any of the following conditions.

1) Materially and adversely affects the project and/ or the performance of an obligation of the firm and
2) Are beyond the control of the firm and includes the following events and circumstances

a) War (declared or undeclared), invasion, arm conflict or act of foreign enemy.
b) Revolution riot.
c) Strikes industrial disputes and/or lockout and/or interrupting supplies and services to the project.
d) Change in government policy, laws.

e) Act of God or events beyond the reasonable control of the effected party like lighting Fire earthquake, flood storm, cyclone or any other similar effects
f) Any judgment of order of any court competent jurisdiction against the firm in my proceeding

7) The present allotment us subject to the conditions that there is no price control/restriction from any authorities, in case of any control or any other restriction on the price of the Plot being imposed by any authority this allotment will be liable to be cancelled by firm at its sole discretion and the money deposited by the allottee will be refunded without any interest No claims monetary or otherwise shall be raised by the allottee or accepted by the firm in the regard.

8) It is hereby agreed that the possession of the Plot shall be delivered by the firm to the allottee only upon the registration of the sale deed and subject to all dues and demands payable up to the date up such possession including as specified under this agreement together with applicable interest and all taxes

9) (a) The firm shall develop and construct the project in accordance with the master plan/layout plan sanctioned by MVDA however the firm shall have the right to affect suitable and necessary variation, addition, alteration, modification there in as if may in its sole discretion or on the advice of its architect deems appropriate or as may be required by ant competent authority if necessary which may involve all or any of the changes namely change in area of the Plot position of unit change in numbers of Plot dimension height, location in the project.

(b) The firm shall develop and construct the project in accordance with the master plan/layout

Plan sanctioned by MVDA however the firm shall have the right to affect suitable and necessary, Gate Boundary wall Park Road Sever, Sever Treatment Plant, Darn Rainwater, Rainwater Harvesting system, Pathway Electricity and etc variation, addition alteration modification and Layout extension (addition) there in as if may in its sole discretion or on the advice of its necessary which may involve all or any of the changes namely change in area and location of the project The allottee hereby gives his/her consent and No Objection Certificate (NOC) for the same

10) In regard to the suitability of such change the opinion of the firm and its architect shall be final and binding on the allottee further in the event that as a consequence of such changes there is any increase/decrease in the area of the Plot or it becomes preferentially located revised price and/or applicable preferential location charge shall be payable and/or adjustable without any interest accruing there on from the original price at which the Plot has been booked.

11) The allottee has undertaken all necessary due diligence of the Plot with respect to the title of the company and is fully satisfied that title of the company to the said Plot is marketable and that the company has right and authority to develop and construct a group scheme on the plot and sell Plot to any party

12) That at the option of allottee the firm shall execute a tripartite agreement with employer/bank/financial Institution's for the purpose of finance

13) It is hereby agreed understood and declared by and between the parties that irrespective of allotment, the firm may take construction finance/demand loan for the construction of the above Plot from the banks/finance institutions after mortgaging the land Plot of the said Plot however the sale deed in respect of the said Plot in the favour of allotee (s) will be executed & registered free from all encumbrances at the time of registration of the same.

14) The instalments due towards the payment of the Plot will be made at Intervals as laid down by the firm as per the payment schedule as per annexure. If payment is not received within the stipulated period. The firm will charge 18% interest per annum. In case of break of any terms and conditions of this agreement by the allottee or undue delay in payment the firm has the right to cancel the **allotment** and the firm shall forfeit the 10% of total money deposited by the allottee. Details of cost of property including all charge & payment received till date as under

Payment plan

Booking Amount	50%
On Registry	50%

At the time of Registry, charge towards one time Society Charges (Rs 500/- per Sqyd.) On Plot Area plus 18% GST payable extra and all other Govt tax will be liable by allottee if introduce in between the period of allotment to on time of registry.

Note:

(a) Any addition/change in name of Initial Allottee can be done only ager paying 01% of the basic cost of the unit (Plot/House/Plot).

(b) The payment will be acceptable only by way of account payee Cheque/ DD in favor of Madhyam Land Base Private Limited Yamuna City Collection Account and payable at Mathura

15) Out the payment made by allottee a sum an equivalent to 10% of the basic sale prise in respect of the Plot shall be deemed to be the earnest money which shall be non-refundable deposits and shall be forfeited by the firm in event of failure or the allottee to comply with its obligations under this agreement.

17) It is hereby agreed by the parties that time is the essence of the contract under this agreement and that the allottee shall make the timely payments in respect of each instalment of the consideration as per payment plan and other charges payable under this agreement in accordance with timelines indicated herein.

18) The party is agreeing that the allotee shall also be liable to pay maintenance charge and various other charges details this agreement all of which are distinct and separate from the consideration amount.

19) While calculating the sale price of the unit the firm has taken into account all applicable government charge as on date and the allottee agrees to pay to the firm any increase in such government charges as and when demanded by the firm in addition the allottee also agrees to pay govt rates, cess charges or taxes of all or any kind by whatever name called whether

levied or increased in future as the case may be from the date of this allotment and prior to the execution of the sale deed

20) The rates agreed mentioned are free form any escalation by the firm but subject to escalation beyond the power and control of firm

At any time prior to the execution to sale deed the allotee may nominate a third party and may get the name of the allottee under this agreement to such third-party subject t the prior approval of firm and on clearing all dues and outstanding payable to the firm terms here of till that date.

The firm may its sole discretion permit such substitution and assignment on such terms and conditions as the firm may fit and proper and in accordance with applicable lays including any guidelines issues by MVDA/ government authority if any in this regard

21) It is hereby agreed that all applicable administrative transfer charges as prescribed by firm for such substitution and assignment (including towards the execution of any agreement document as may be required under any law) together with any taxes for such substation and assignment for the same will be to the sole account of any be payable by the allotee prior to such substitution/assignment.

22) It is hereby agreed that subsequent to the execution of the sale deed any further transfer of the Plot by the allottee shall be subject to applicable laws in particular rules and regulations of MVDA-

That it is hereby specifically agreed between the parties that no right of any kind relating to ownership and possession shall be deemed to be created I favour of second party by virtue of this agreement Right of ownership and possession shall come to in existence only after execution and registration of sale deed in favour of allottee and actual physical delivery of possession to allottee

23) Construction made by the firm shall be deemed to be made by firm at this own account in accordance with the layout and Map approved by the MVDA and …… for and on behalf to the allottee irrespective of payment made by allottee under agreement

24) That only after making the payment of all instalment any dues or any charges levied by the firm shall allow the allottee to bet the sale deed executed in his favour all costs charge and expenses in connection with the stamping registering agreement deed assignments sale deeds conveyance or any other document to be executed as well as the entire professional cost of the firm in preparing and approving said document shall be borne by the allottee

25) (a) in the event of allottee's failure to take over the possession within 30days from the date of offer letter for possession in writhing given by the firm then the dame shall he at his/her risk and cost and the allottee shall be liable to pay to the firm compensation @ Rs4/- per sq fit of the Area as mentioned above per month for the entire period of such delay. If due to any unforeseen circumstances the firm is not in position to complete the construction within time specified in clause 5 the allottee will provide a grace period of 3 month still

construction is not completed within extended period than firm be compensation @ 3/- per sq. fit of the area per month for the entire period of such delay after expiry of graced period.

(b.) The firm shall provide the requisite common area maintenance services within the project which shall broadly include operation and maintenance of the power b backup and generator system garbage disposal of upkeep of common areas, water supply sewerage system the common areas item and draining system light facilities, internal roads (including maintenance pathway boundary wall/fencing horticulture, provision of general watch and ward the project Further it is clarified that cost the individual electric water. Sewer connection charge provision for firefighting equipment power backup and charge of operation of generators sets usage of other facilities are not included in the basic sale price and will be chargeable extra.

26) The allottee will have no objection if the responsibility for maintenance of facilities provided by the firm is handed over to the society subject to the 50% occupancy of the total Plots. The Allottee shall be bound by the by the bye Laws Rules & Regulations laid down for by the Society" However "Society" will not have any power to sell the assets at any time Only the owners of Yamuna City Plots will be the ordinary members of the "society" The allotment letter/registry of the Plot in the name of the allottee will automatically make the purchaser allottee member of the Society and the transfer of Plot will Similarly mean cessation of the membership
27) When society is formed and responsibilities are handed over to the society as per clause 25, than firm is relieved automatically of its duties & responsibility The allotee shall have to pay regular maintenance charge to the firm form the date of possession of the Plot till handed over to the system from the firm to the SOCIETY
28) If during the period of 12 month from the date of offer letter for possession to the allottee of un it any construction defect is founded the same shall be rectified by the firm at its own cost
29) (a) The allottee shall be responsible to inform the firm by registered A.D letter about all subsequent charge if any in his/her address and other necessary information if the falls to inform the same all demand notices and letters shall be posted at first registered address and shall be deems to have been received by him/her at the time when those should ordinarily reach such address and the allottee shall be responsible for any default in payment and other consequences that might occur there from.
(b,) The allottee shall be required to obtain the necessary approval license and permission from any government in relation to the purchase of the Plot by the allottee and specifically if he has NRI status or is a foreign national Such allottee shall be responsible to comply with the necessary formalities as laid down in foreign exchange management act 1999 and/ or any other statutory provision governing this transaction which may involve remittance of payment consideration and acquisition of immovable assets in India

30) Further in case any such approval license or permission is ever refused subsequently found lacking by any government the firm shall be entitled to terminate this agreement

In case of any dispute arises on any matter connected with this agreement between the parties or their legal heirs' transferees and assignees then such dispute shall be referred to sole arborator to be appoint ted with the mutual consent of both parties and the decision of the sole Arbitrator shall be final and binding on both the parties in this place of arbitration

shall be at Mathura only. In witness where of the parties here to have signed Agreement on the day month and year first above written

Plot Dimension are given below:

East	9.144	
West	9.144	
North	18.288	
South	18.288	

For Madhyam Land Base Private Limited

(Authorized Signatory) (ALLOTTEE) (CO-ALLOTTEE)

Witness (1) :

Signature

Name

Father's Name

Address

Witness (2) :

Signature

Name

Father's Name

Address