

ALLOTMENT LETTER

AAROHAN COMMERCIAL TOWER

Aarohan Mixed Land Use Project



Vipul

Allotment No:

Date:

To,

ALLOTMENT LETTER

Subject: PROVISIONAL ALLOTMENT OF A COMMERCIAL UNIT NO. _____, ON _____ FLOOR, IN TOWER _____ IN "AAROHAN COMMERCIAL TOWER" (RERA REGISTRATION NO. RC/REP/HARERA/GGM/2018/01 DATED 11.04.2018) FORMING PART OF THE PROJECT "AAROHAN MIXED LAND USE PROJECT" TO BE DEVELOPED IN TERMS OF MIX LAND USE UNDER TOD ZONE POLICY DATED 09.02.2016, AT VILLAGES HAIDERPUR VIRAN AND WAZIRABAD, SECTOR 53, GURUGRAM, IN THE STATE OF HARYANA, FOR WHICH LICENSE NO. 545 TO 546 OF 2006 AND LICENSE NOS. 168 TO 172 OF 2004 HAS BEEN GRANTED BY DTCP.

Customer Code:

Dear Sir /Madam,

This has reference to your application dated _____ whereby you had applied for provisional registration for allotment of a Commercial Unit in Aarohan Commercial Tower and an amount of **Rs _____ (Rupees _____ only)** was deposited towards the same.

We are pleased to inform that you have been provisionally allotted Unit No. _____ on _____ floor in Tower _____ in "Aarohan Commercial Tower", **forming part of the Project "Aarohan Mixed Land Use Project"** at Villages Haiderpur Viran and Wazirabad, Sector 53, Gurugram, in the State of Haryana, having a Carpet Area of _____ sq. fts. (_____ sq.mtrs) and Super Area of _____ sq. fts. (_____ sq. mtrs) (herein after referred as the "**Unit**") for a Sale Consideration of **Rs. _____ (Rupees _____ Only)** (More specifically detailed in "Schedule of Payment" (Schedule – II) as appended with this communication) and inclusive of External Development Charges (EDC), Infrastructure Development Charges (IDC) as per the rate levied by the Competent Authority at the time of grant of above referred Licences, on the terms and conditions as annexed hereto as Schedule – I. Further, the Sale Consideration has been derived on the basis of the basic sale price (BSP) per sq.ft and other charges (including Preferential Location Charges) unless otherwise agreed upon, on the basis of "Carpet Area" (except Car Park Charges which are based on the location of Car Park Slot so opted) and it is clarified that in the event any law or notification coming into effect hereafter stipulating that the Sale Consideration be required to be determined on the basis of any other term other than the Carpet Area, the total Sale Consideration will remain constant but BSP would automatically be converted to arrive at the total Sale Consideration vis-à-vis any other term other than the Carpet Area.

It is clarified that the provisional allotment is subject to your agreeing to the terms and conditions as annexed hereto as Schedule – I including without limitation the following terms and conditions:

1. The Company has obtained the Zoning plan approved for the entire project but had initially applied for approval of building plan and lay out for the part of the project.
2. The said initial building plan for the part of the project was approved by the Competent Authority vide Memo No. ZP-170/SD(BS)/2015/18566 dated 29.09.2015 (hereinafter referred to as "Phase I" **comprising of Tower-1, Tower- 2 and Tower-3 only**).
3. The Company had applied for Approval of revised building plans for availing the benefit of higher FAR under TOD Zone policy dated 09.02.2016 and the same has been granted by DGTCP vide Memo No. ZP-170/SD(BS)/2018/6968 dated 26.02.2018 and in terms thereof, the Company is entitled to develop various components i.e. Residential Towers/Areas/Apartments, Commercial Tower/spaces/units and/or other areas including without limitation all recreational facilities, developments, fit outs, fitting & fixtures and activities at and/or under the "SKY HUB" and "Aarohan RETREAT" (hereinafter referred to as the "Commercial Spaces") in terms of mix land use under TOD Zone policy dated 09.02.2016. It is clarified and understood by the Allottee that the Commercial Spaces which were approved by DGTCP as forming part of Phase I of the Project has now been approved as Commercial Areas in terms of revised building plans for allowing benefit of higher FAR in terms of mix land use under TOD Zone policy dated 09.02.2016 has been granted by DGTCP vide Memo No. ZP-170/SD(BS)/2018/6968 dated 26.02.2018.
4. That the Company may either commence the development of other future phase(s) upon approval of building plan(s) of other future phase(s) simultaneously with Phase I/ Aarohan Commercial Tower or after completion and/or the handing over the Unit hereby provisional allotted.
5. That You, the Allottee agrees and confirms that you shall not in any manner whatsoever object or raise issues/claims that

the development and construction activities in relation to the other future phase(s) commencing or continuing after the completion and/or the handing over the Unit hereby provisionally allotted, is/has been a cause of nuisance or hindrance, obstacle and hardship to the right of ingress and egress of the residents/occupants of Phase I/Aarohan Commercial Tower of the project or otherwise creating obstruction or is hazardous or otherwise oppose to peaceful environment and living or threat to the safety and security of the residents/ Units forming part of the Phase I/Aarohan Commercial Tower and/or the Project.

6. All the areas and facilities including without limitation Commercial Spaces other than the areas and facilities considered for calculating the Carpet Area (as defined in Schedule -I hereto) of the Unit are specifically excluded from the scope of this provisional allotment, which may be developed simultaneous to or after the development of the Phase-I/Aarohan Commercial Tower forming part of the Project. It is further clarified that the Commercial Spaces/Other Phases of the Project may have been located and/or developed at more than one location in the said Project. It is further specifically clarified that the Company reserves its right to name or rename any of the Commercial Spaces.
7. It is specifically agreed and acknowledged by the Allottee that neither the Allottee nor the Association of the owners shall be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in the Commercial Spaces and/or Other Phases of the Project. Neither the Commercial Spaces and/or Other Phases of the Project have been included in the computation of Carpet Area for calculating the sale price of the Unit Nor has been charged/demanded by the Company nor any money has been paid by the Allottee for the right to use or ownership or interest in respect of Commercial Spaces and/or Other Phases of the Project. The Allottee agrees, acknowledges and confirms that the right, title, ownership, possession and interest of the Commercial Spaces and/or Other Phases of the Project shall vest solely with the Company and/or their usage and manner/ method of use by the Allottee and applicable charges for such use to be borne and paid by the Allottee shall be at the sole discretion of the Company. It is further specifically agreed and confirmed by the Allottee that even in the event, the Association of the Owners duly formed under Haryana Apartment Ownership Act, proposes to take over the maintenance of the Aarohan Commercial Tower, the ownership, right, title, interest and physical possession of the Commercial Spaces and/or Other Phases of the Project shall remain with the Company.

The balance consideration towards your provisional allotment is to be remitted to us in accordance with Schedule of Payment (Schedule – II) as appended with this communication.

It may be clarified here that Schedule-I enclosed with this Allotment letter only contains the broad terms and conditions with a view to acquaint you with the terms and conditions that will be more comprehensively set out in the Buyer's Agreement. The said Buyer's Agreement will be provided to you in due course of time.

It may be clarified that the said Buyer's Agreement is mandatorily required to be registered before the Sub Registrar of Assurances within 30 days of its execution

It is clarified that in the event you are not in agreement with any of the terms and conditions set out herein above or in the Schedule I attached hereto, you are advised to communicate the same within 15 days hereof positively failing which it shall be construed that you have appended your consent to all these terms and conditions and in that event, You are requested to forward the Installment of **Rs. _____ (Rupees _____ only)** within _____ days from the date of issuance of this communication, in accordance with the Schedule – II.

In the event of your disagreement in writing to us on any of the referred terms and conditions or set out in the Schedule I attached hereto, that shall be construed as withdrawal or surrender by you of the provisional allotment and the Company, upon receipt of such communication alongwith all the original documents including without limitation this original provisional allotment letter, shall within 15 days thereof refund the amount so paid by you without forfeiture or deduction except the actual brokerage if any paid or committed, and without any interest thereon. In the event, the Company fails to refund within stipulated period of 15 days, you shall be entitled to interest at a rate equivalent to State Bank of India highest Marginal Cost of Lending Rate plus 2% for such period of delay. It is clarified such delay shall not to be construed in any manner whatsoever either as continuation or validation of the allotment so surrendered or acceptance by the Company of your disagreement on any of the referred terms and conditions.

That since you have the opportunity to have your Advisors, Advocates and consultants examine this provisional allotment, the terms and conditions set out herein above or in the Schedule I attached hereto, within above referred stipulated period of 15 days, accordingly, in any interpretation of this allotment, any ambiguity shall not be resolved by interpreting the Provisional Allotment against the Company. The language of this Provisional Allotment shall be interpreted according to the true interpretation of the relevant clause and fair meaning of such provisions.

Thanking You.

Yours sincerely

For: **Vipul Ltd.**

(Authorized Signatories)

Encl.: as above

TERMS AND CONDITIONS FOR ALLOTMENT OF A COMMERCIAL UNIT IN "AAROHAN COMMERCIAL TOWER" FORMING PART OF THE PROJECT "AAROHAN MIXED LAND USE PROJECT", AT VILLAGES HAIDERPUR VIRAN AND WAZRIABAD, SECTOR 53, GURUGRAM, IN THE STATE OF HARYANA.

1. The Allottee has applied for the registration and provisional allotment of a Commercial Unit in "Aarohan Commercial Tower" forming part of the project '**Aarohan Mixed Land Use Project**', ("Project"), being developed by M/s Vipul Ltd. (herein after referred to as the "Company/Developer") at Villages Haiderpur Viran and Wazirabad, Sector 53, Gurugram, in the State of Haryana as a owner for itself and acting for and on behalf of Moon Apartments Private Limited, a company incorporated under the Companies Act, 1956 with company identification number U70109WB1993PTC060066 and having its registered office at 16/2, Lord Sinha Road, Second Floor, Kolkatta, West Bengal- 700071 (a Co- Owner in the Project) (herein after referred to as the "Moon") with full knowledge and subject to all laws, notifications and rules applicable to the area in general and this Project in particular including without limitation the rights, obligations and limitations there under, the right, title and interest of the Company as well as of Moon in the land and the various sanctions/approvals/ permissions/documents, as may be applicable to the Unit/Towers/Buildings in the Project as on the date and as applicable from time to time, which have been explained by the Company and understood by the Allottee.
Such sanctions/approvals/permissions/documents inter-alia includes the approval of the Zoning Plan for the entire Project and approval of Building Plan and Lay out Plan for Tower-1, Tower- 2 and Tower- 3 (herein after referred to as the "Aarohan Residences Phase - I"), Approval of revised building plans for allowing benefit of higher FAR in terms of mix land use under TOD Zone policy dated 09.02.2016.
2. That the Allottee is aware of the fact that the allotment referred herein has been made out of the proposed development of Aarohan Commercial Tower only.
3. That the Allottee is aware of the fact that the Company may either commence the development of other future phase(s) simultaneously with Phase I and/or Aarohan Commercial Tower or after completion of Phase - I and/or Aarohan Commercial Tower and/or the handing over of the Unit hereby provisionally allotted.
4. That the Allottee hereby agrees, confirms and undertakes that he/she/they shall not in any manner whatsoever object or raise issues/claims that the development and construction activities in relation to the other future phase(s) commencing or continuing after the completion and/or the handing over of the Unit hereby provisionally allotted, is/has been a cause of nuisance or hindrance, obstacle and hardship to the right of ingress and egress of the residents of Phase I and/or Aarohan Commercial Tower or otherwise creating obstruction or is hazardous or otherwise oppose to peaceful environment or threat to the safety and security of the residents/ Units forming part of the Phase I and/or the Project .
5. The Allottee has carried out due diligence and inspection in respect of the Project/Project Land , including without limitation the rights, title, interest obligations and limitations there under, and the various sanctions/approvals/permissions/documents, as may be applicable to the Commercial Unit / Aarohan Commercial Tower/ Aarohan Residence Phase- I/Towers/Buildings/ the Project as on the date and as applicable from time to time in this regard and has fully satisfied himself /herself/themselves regarding the right, title and interest of the Company as well as of Moon over the said Unit and size, location and measurement of the Unit and/or compliance with such sanctions/approvals/permissions and has fully satisfied and understood all limitations and obligations in respect thereof.
6. The Allottee assures the Company that the investigations by the Allottee are complete and the Allottee/ Applicant is fully satisfied that the Company is competent to receive the applications and is entitled to allot the commercial units and to enter into an agreement in respect thereto.
7. The Allottee acknowledges that the Company has provided all information & clarifications as required by the Allottee and that the Allottee has not unduly relied upon and is not influenced by any architectural 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 Site, the Proposed Project and the said Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Company, the estimated amenities to be made available to the Allottee or any other data except as specifically represented in this provisional allotment and that the Allottee has relied solely on the Allottee's own judgment and investigation(s) in deciding to accept the allotment of the Unit. No oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this provisional allotment.
8. The Allottee shall sign and execute, as and when desired by the Company, the "Buyer's Agreement" on the Company's standard format and also abide by the terms and conditions as laid down therein. All clauses of the Buyer's Agreement shall apply mutatis mutandis to this provisional allotment.
9. The Allottee shall pay the basic price and other charges (including Preferential Location Charges) on the basis of "Carpet Area" (except Car Park Charges which are based on the location of Car Park Slot so opted) as defined in the Buyers Agreement .

Further, it is clarified that in the event any law or notification coming into effect hereafter stipulating that the Sale Consideration be required to be determined on the basis of any other term other than the Carpet Area, the total Sale Consideration will remain constant but BSP would automatically be converted to arrive at the total Sale Consideration vis-à-vis any other term other than the Carpet Area.

10. For preferentially situated Unit extra charges i. e. PLC as decided by the Company shall be payable by the Allottee.
11. All the areas and facilities including without limitation all recreational facilities, developments, fit outs, fitting & fixtures and activities at and/or under the "SKY HUB" and "Aarohan RETREAT " (hereinafter referred to as the "Commercial Spaces") and Other Phases of the Project etc. for which revised building plans for allowing benefit of higher FAR under TOD Zone policy dated 09.02.2016 has been granted by DGTCP vide Memo No. ZP-170/SD(BS)/2018/6968 dated 26.02.2018, other than the areas and facilities of Aarohan Commercial Tower considered for calculating the Carpet Area of the Unit are specifically excluded from the scope of this provisional allotment and/or allotment herein and/or the transaction contemplated herein, which may be developed simultaneous to or after the development of Aarohan Commercial Tower or the Project. It is clarified and understood by the Allottee that the Commercial Spaces including without limitation all recreational facilities, developments, fit outs, fitting & fixtures and activities at and/or there under which were approved by DGTCP as forming part of Aarohan Residences of Phase I has now been approved as Commercial Areas in terms of revised building plans for allowing benefit of higher FAR in terms of mix land use under TOD Zone policy dated 09.02.2016 has been granted by DGTCP vide Memo No. ZP-170/SD(BS)/2018/6968 dated 26.02.2018. It is further clarified that the Commercial Spaces/Other Phases of the Project may have been located and/or developed at more than one location in the Project. It is further specifically clarified that the Developer reserves its right to name or rename any of the Commercial Spaces/Other Phases of the Project.
12. It is specifically agreed and acknowledged by the Allottee that neither the Allottee nor the Association of the owners, if any formed under the Applicable Laws, shall be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in the Other Areas and/or the Commercial Spaces and/or Other Phases of the Project. Neither the Other Areas and/or the Commercial Spaces and/or Other Phases of the Project have been included in the computation of Carpet Area for calculating the Sale Price of the Unit nor has been charged/demanded by the Company nor any money/amount in form or manner whatsoever has been paid by the Allottee for the right to use or the ownership or the interest in respect of the Other Areas and/or the Commercial Spaces and/or Other Phases of the Project. The Allottee agrees, acknowledges and confirms that the right, title, ownership, possession and interest of the Other Areas and/or the Commercial Spaces and/or Other Phases of the Project shall remain and vest solely with the Company and/or the determination of its usage and manner/ method of use by the Allottee as well as the applicable charges for such use to be borne and paid by the Allottee shall be at the sole and exclusive discretion of the Developer.
13. It is further specifically agreed and confirmed by the Allottee that even in the event, the Association of the Owners of Aarohan Commercial Tower duly formed under Haryana Apartment Ownership Act, proposes to take over the maintenance of the Aarohan Commercial Tower along with the land dedicated for the construction and development of Aarohan Commercial Tower, the ownership, right, title, interest and physical possession of the Residential Areas and/or the Commercial Spaces and/or Other areas of the Project and/or the Land minus the land dedicated for the construction and development of Aarohan Commercial Tower and/or the areas specifically excluded from the Carpet Area of the Unit shall remain with the Company to the exclusion of such Association of the Owners and/or the Allottee and/or the other vendees/allottees of Aarohan Commercial Tower.

It is made abundantly clear that allotment of a Unit in Aarohan Commercial Tower does not constitute any automatic right or entitlement of the Allottee to use the Other Areas and/or the Commercial Spaces and/or Other Phases of the Project.

The Developer as the owner of the Other Areas, the Commercial Spaces and Other Phases of the Project shall have the sole right and absolute authority to deal with them or any part thereof in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease or any other mode which the Developer may deem fit at its sole discretion.

The Developer has made specifically clear to the Allottee and the Allottee agrees that the computation of the Sale Price of the said Unit does not include any element of recovery or payments and computation is only for the Carpet Area of Unit. It is further clarified and understood by the Allottee that the car parking space, if any, allotted hereunder, is an integral amenity of the Unit, the Allottee undertakes not to sell/transfer/lease/part with or in any manner deal with such allotted car parking space independent of the Unit. It is further clarified by the Developer and fully understood by the Allottee that Car Park Charges so paid or agreed to be paid by the Allottee is an integral part of Total Sale Price of the Unit for the right to use such allotted car parking space. However, the liability to pay for the maintenance charges and upkeep charges as may be levied by the Developer or any other nominated maintenance agency or other body as appointed by the Developer from time to time on such car parking space shall be the responsibility of the Allottee. It is further clarified that the right to use such allotted car parking space is co-terminus with the discharge of all the obligations as set out in the Unit Buyer's Agreement or Maintenance Agreement to be executed by the Allottee. All clauses of those agreements including the

transaction contemplated herein, the allotment, possession, cancellation, maintenance etc. shall apply mutatis mutandis to the right to use such allotted car parking space, wherever applicable. The Allottee agrees and confirms that all such right to use the car parking spaces allotted to the Allottee or other allottees/occupants in the Aarohan Commercial Tower shall not form a part of general common areas of the said Unit /the Tower/ Aarohan Commercial Tower/ Aarohan Residences Phase - I/Project for the purpose of the declaration which may be filed by the Developer/Vendor under Haryana Apartment Ownership Act, 1983, as amended from time to time.

14. That the Earnest Money shall be deemed to be 10 % of the total Sale Consideration. That the Allottee hereby authorises the Company to forfeit the Earnest Money along with the interest paid, due or payable along with any other amounts of non-refundable nature in the event the Allottee proposes to withdraw from the allotment of the Unit without any fault of the Company or in case of non-fulfillment of the terms and conditions herein contained and those of the Buyer's Agreement and also in the event of failure by the Allottee to sign and return to the Company the Buyer's Agreement within thirty (30) days of its dispatch by the Company.
15. That the Allottee shall use and occupy the Unit for the commercial purposes only and strictly in accordance with the use permitted in the zoning plan / building plans approved by the Director, Town and Country Planning, Govt. of Haryana. The Allottee shall not alter or change the earmarked use and shall not use the said Unit for any other purpose which may or is likely to cause nuisance or annoyance to occupants of other units in the said Aarohan Commercial Tower for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Unit which tend to cause damage to any flooring or ceiling of any unit over, below or adjacent to the Unit or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use, and in such mode and manner as provided in the terms of Buyer's Agreement.
16. The Company shall have the right to effect suitable and necessary alterations, modifications, additions, deletions or recasting in the layout plan, as and when required, which may involve all or any of the changes, such as change in the position/location of the Unit, increase/decrease in size, change in floor-plan layout, and change in its number. If there is any increase /decrease in the areas, revised price will be applicable at the original basic price per sq.ft at which the Unit was booked by the Allottee herein. If for any reason the Company is not in a position to allot the Unit applied for, the Company shall endeavor to consider for an alternate unit in the Phase I or the Project and in case of failure to do so refund the amount deposited. Thereafter the Allottee shall have no right, claim, interest, monetary or otherwise against the Company/Project/ Aarohan Commercial Tower/ Aarohan Residences Phase- I/Unit and the Company shall not be liable for payment of any compensation or claim of any nature whatsoever in this regard.
17. The Allottee, on payment of transfer charges/administrative charges as decided by the Company, shall be entitled to get the name of his/her/their nominees substituted in his/her/their place with the prior approval of the Company, who may in its sole discretion permit the same on such terms & conditions as it may deem fit.
18. That only the External Development Charges (EDC) and the Infrastructure Development Charges (IDC) has been charged as per the rate levied by the Competent Authority at the time of grant of Licence as a part of the Sale Consideration. However any further imposition/levy/charges by whatever name called or in whatever form and with all such conditions imposed, or any increase in External Development Charges (EDC)/ Infrastructure Development Charges (IDC), Goods and Service Tax, Value Added Tax (VAT), Building Cess, Transit Oriented Development Charges (TOD) or levies of such nature on prospective or retrospective basis effective after the date of this provisional allotment by the Government and / or any Governmental Authority (ies) shall be paid by the Allottee on demand to the Company in proportion to the carpet area of the Unit in the Aarohan Commercial Tower or the Project, as the case may be.
The Company while raising a demand on the Allottee for above stated levies/charges including increase therein and/or other cost/charges imposed by the Government, shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.
19. It is further clarified and understood by the Allottee that the car parking space, if any allotted hereunder, is an integral part of the Unit, the Allottee undertakes not to sell/transfer/deal with such allotted car parking space independent of the Unit. It is further clarified by the Company the liability to pay the maintenance charges and upkeep charges as may be levied by the Company or any other nominated maintenance agency or other body as appointed by the Company from time to time on such car parking space shall be the responsibility of the Allottee. It is further clarified that the right to use such allotted car parking space is co-terminus with the discharge of all the obligations as set out herein or in the Buyers Agreement or Maintenance Agreement to be executed by the Allottee. All clauses of those agreements pertaining to allotment, possession, cancellation, maintenance etc. shall apply mutatis mutandis to the right to such allotted car parking space, wherever applicable. The Allottee agrees and confirms that the right to the car parking spaces so allotted shall not form part of general common areas of the said Unit /tower/building/Project for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983, as amended from time to time.
20. The Allottee upon completion of the said tower/building shall enter into a Maintenance Agreement with the Company or

any other nominated maintenance agency or other body as appointed by the Company from time to time for the operation, maintenance and upkeep of the common areas and common services of the said Project and the Allottee undertakes to pay the maintenance bills/invoices for operating and maintaining the various services at the rate determined by the Company or its nominated maintenance agency. The Allottee shall deposit and to always keep deposited with the Company or its nominated maintenance agency, an Interest Free Maintenance Security Deposit @ Rs. 450/- (Rs. Four Hundred & Fifty Only) per sq. ft. of the Super Area of the Unit.

21. Further, in addition to the payment of maintenance charges, the Allottee shall pay a Interest Free Security towards creation of a "SINKING FUND". The Security Deposit in form of such Sinking Fund, shall be utilized towards cost of replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said Project or towards any unforeseen contingency occurring in future. However, on formation of the "Association of Owners" the balance fund available under the Sinking Fund shall be remitted to the Association as mutually agreed to.
22. The Sale Consideration is inclusive of cost of providing electric wiring and switches in each unit and the firefighting equipment in the common areas as provided in the existing fire fighting code/regulation and power back up equipment but does not include the cost of electric fittings and fixtures inside the Unit which shall be got installed by the Allottee at Allottee own cost and expense. The Allottee shall also pay, as and when demanded by the Company, initial electricity connection charges and any other charges as may be payable or demanded from the Allottee in respect of the Unit. If, however, due to any subsequent legislation/ Government Order or Directive or if deemed necessary by the Company, additional safety measures are undertaken or power back up is enhanced, the Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion. Further, the liability to pay for the operation, running and maintenance charges of the fire fighting and power back up equipments as may be levied by the Company or any other nominated maintenance agency or other body as appointed by the Company from time to time for such facilities shall be the responsibility of the Allottee.
23. The Allottee undertakes that he/she shall become a member of any Association/society of said Project as may be formed by the Company on behalf of Unit Buyers as and when asked to do so.
24. Time is the essence with respect to the Allottee's obligations to pay the Sale Consideration as provided in the Schedule of Payment along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the " Buyer's Agreement" to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Allottee under the "Buyer's Agreement". That it shall not be obligatory on the part of the Company 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. In case of delay/default in the timely payment of the installment(s) the Allottee shall be liable to pay interest on delayed payments compounded at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/amount or the Company shall be entitled to compensation/penalty free period equivalent to the total number of days for which Allottee delays the payment of installment(s) and/or any other payment due and payable in handing over the Unit. For the sake of clarity, each delay shall be independently counted for purpose of the calculation of compensation/penalty free period. Further, Even then, if the Allottee fails to pay the installment along with interest, the Company may at its sole option forfeit the amount of Earnest Money out of amounts so deposited by him/her/them and the allotment shall stand cancelled and he/she/they shall have no lien/charge/interest on the Unit. The amounts, if any, paid over and above the Earnest Money shall be refunded without any interest by the Company after the adjustment of interest on delayed payments and all other amounts of non-refundable nature, if any, due from the Allottee.
25. All taxes, whether levied or leviable in future, on the land and/or on the Unit shall henceforth be borne by the Allottee.
26. The Allottee shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by registered AD letter about all or any subsequent changes, if any, in his/her/their address along with relevant supporting documents/proof of new address, failing which all demand notices and letters posted at the first registered address as stated by the Allottee at the time of application for provisional registration will be deemed to have been received by him/her/them. This is without prejudice to the stipulation that the Allottee shall have to strictly comply with the schedule of payment attached herewith and the Allottee shall be solely responsible for any default in payment and the consequences that might occur there from. The Allottee undertake(s) to abide by all the laws, rules and regulations relating to the Haryana Apartment ownership Act 1983 or any other law as may be applicable to the said Unit /Aarohan Commercial Tower /Project.
27. THAT the Allottee shall solely be responsible for compliance with all applicable laws, notifications, guidelines, etc. for purchase of immovable property in India.
28. That the Allottee shall comply with all legal requirements for the purchase of immovable property, whenever applicable after execution of the Buyers Agreement herein and sign all applications, forms for the said purpose.
29. That It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit it shall be the sole

responsibility of Non-Resident Indian (NRI)/Person of Indian Origin (PIO) to comply with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or other Applicable Laws or any amendments thereof, and will provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Allotment or Buyer's Agreement. Any refund, transfer of security if provided in terms of the Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law, statutory provisions and amendment thereof. That in the event of any failure on, his/her/their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

30. That the stamp duty, registration charges and other charges, expenses, levy etc. as applicable for the registration of the Buyers Agreement and/or conveyance deed shall be borne and discharged by the Allottee, additionally.
31. That the Allottee shall take possession of the said Unit within 30 days from the date of notice for possession failing which it would be presumed that the Allottee has taken possession. During the period of deemed possession the Allottee shall be liable to pay holding charges @ Rs. 50/- per sq. ft. per month of the Super Area for the period of such delay until the date when the actual physical possession is taken over by the Allottee. The Allottee shall also be liable to pay apart from the holding charges, interest on delayed payments, if any, and the prevailing maintenance charges as made applicable by the Company or its nominated maintenance agency from the date of possession / deemed possession.
32. That Subject to the Allottee having complied with his/her obligations hereunder including but not limited to timely payment of the Sale Price and other amounts as set out herein and/or the Buyer's Agreement and other terms and conditions, the sale of the Unit is subject to force majeure which inter-alia, include delay on account of non availability of any construction material for development purpose or disturbed water supply or electric power or non availability of the same or slow down, strike of workers or dispute with an agent involved in Project, civil commotion and unrest, by reason of war or enemy action, earth quake or any act of God. Also in delay in decision or clearance from Concerned Statutory Body or if non-delivery of possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or for any reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said Unit on account of force majeure circumstances.
33. That in case of the joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and the joint allottee(s) shall be treated as one single person for the purpose of the allotment and both shall be liable for the consequences jointly as well as severally.
34. The allotment of Unit is entirely at the discretion of the Company and the Company has a right to reject any offer without assigning any reason thereof.
35. The Allottee shall pay the cost of the Unit as per the Schedule of Payment (Schedule – II) enclosed.
36. Notwithstanding anything contained in the Application or this Allotment or the Buyers Agreement or in any other documents executed between the Parties herein, the Allottee agree and confirm that the Company shall have the right and authority to raise finance, loans from any financial institution/ banks/ non-banking finance company/ debenture trustee in relation to the Project, and/or Aarohan Commercial Tower and/or the Commercial Unit (s) and further, that for the purposes of such loans, the Company shall be entitled to encumber the Project or part thereof together with all residential apartments therein, including inter alia by way of creation of mortgages, charges, liens, securitisation of receivables / development rights (including without limitation the right to further assign such rights). Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created, the Commercial Unit shall be delivered (Subject to other terms of the Allotment/Agreement) to the Allottee free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed, subject to payment of entire consideration for such Unit. All amounts payable by the Allottee for such Unit shall be deposited with Vipul Ltd Subject to the undertaking above, such financial institution/ bank /non-banking finance company/ debenture trustee shall always have the first charge on the said Units / development rights, for all the dues of the Allottee.
37. All or any disputes arising out or touching upon or in relation to the terms of this Allotment and/or Buyers Agreement and/or Sale Deed and/or Maintenance Agreement and/or any other papers/ documents in respect of the Unit including interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be submitted to binding arbitration under the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration will be conducted by a Sole Arbitrator, who will be the Company Secretary of the Developer i.e. M/s Vipul Limited. The Allottee hereby confirms that he/she/they shall have no objection to this appointment.. The arbitration proceedings shall be conducted in English and the venue of

arbitration shall be Gurugram regardless of the place of execution of this Allotment and/or Buyers Agreement and/or Sale Deed and/or Maintenance Agreement and/or any other papers/ documents in respect of the Unit. The reasoned award of the arbitral tribunal constituted in accordance with the provisions of this clause shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party.

38. All matters arising out of or touching and/ or concerning this Allotment and/or Buyers Agreement and/or Sale Deed and/or Maintenance Agreement and/or any other papers/ documents in respect of the Unit shall be construed according to and subject to the laws of India.

Schedule - II

SCHEDULE OF PAYMENTS

Schedule - II

SCHEDULE OF PAYMENTS



Project owned by: Vipul Limited and Moon Apartments Pvt. Ltd

Developed & Marketed by: Vipul Limited, Vipul Tech Square, Golf Course Road,
Sector 43, GURUGRAM- 122 009

Website: www.vipulaarohan.com