

## PROFORMA ALLOTMENT LETTER

**Date:**

<b>From</b>	<b>To</b>
<b>M / S Lavish Buildmart Private Limited</b>	<b>Customer name:</b>
<b>Registered Office:</b> 6 <sup>th</sup> Floor, M3M Tee Point, North Block, Sector-65, Gurugram-122101 <b>Correspondence Office:</b> 23 <sup>rd</sup> Floor, Windsor Grand, Plot No. 1C Noida Expressway, Sector-126, Noida, Uttar Pradesh	<b>Address:</b>
<b>Phone No:</b>	<b>Phone No:</b>
<b>Email Id:</b>	<b>Email id:</b>

**SUBJECT: Allotment of residential apartment in the Project “M3M The Cullinan”, at Sector-94, Noida, Uttar Pradesh**

**Details of the Allottee:**

<b>ALLOTTEE DETAILS</b>	
Name of the Allottee (“Allottee(s)”)	
Son / Wife / Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

<b>SECOND ALLOTTEE DETAILS (if applicable)</b>	
Name of the Second Allottee	
Son / Wife / Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	

Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

<b>PROJECT DETAILS (“Project”)</b>	
Details of UP-RERA Registration	Reg. No.
	Dated:
	Valid Upto
Project Name	“M3M The Cullinan”
Project Location	Sector-94, Noida, Uttar Pradesh
Nature of Project	Residential (part of mixed land use project)
Proposed date of Completion of the Phase / Project	
Proposed date of Possession of the Apartment	
Name of Developer (“ <b>Developer</b> ”)	Lavish Buildmart Private Limited
<b>APPROVAL DETAILS</b>	Details of Building Plans / Site Plans approval
	Dated:
	Valid Upto:
	Details of Environment Clearance approval
	Dated:
Valid Upto;	

**Dear Sir / Madam,**

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the Developer has provisionally allotted you the following residential apartment (“**Apartment**”) as per the details given below:

<b>APARTMENT UNIT AND BOOKING DETAILS</b>		
1	Nature of the Apartment	Residential
2	Residential Apartment	Apartment No.
		Type
5	Floor No.	
3	Tower / Block No.	.
6	Carpet Area of residential Apartment (sq. mtrs.) <b>1sq. mtr. = 10.764 Sq. ft.)</b>	_____ In Sq. mtrs. _____ In Sq. ft.

7	Rate of carpet area (Rs / sq. m)	_____ In Sq. mtrs. _____ In Sq. ft.
8	Super Area of residential Apartment (sq. mtrs.) <b>1 sq. mtr. = 10.764 Sq. ft.)</b>	_____ In Sq. mtrs. _____ In Sq. ft.
9	Total Consideration (Basic Sale Price)	
10	GST @ _____ of the Total Consideration	
11	Total Consideration Value (Total Consideration (9) + GST (10))	
12	Other Charges 12(a) Power Back up charges 12(b) Interest Free Maintenance Security (IFMS)	

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

Access to club: Yes / No

**Note:**

- Carpet Area has the same meaning as ascribed in the Real (Estate Regulation and Development Act), 2016.
- The Allottee, in addition, shall be liable to pay any additional compensation and / or demand raised by the Noida / Government or concerned authority.
- The Allottee in addition shall be liable to pay lease rent and / or onetime lease rent as per the Policy / Rules of the Noida / Government or concerned authority, at the time of offer of possession.
- Advance Maintenance Charges – payable at the time of offer of possession
- Stamp duty and registration charges shall be payable at the time of execution of sub-lease

**1. Booking Amount**

We have received Booking Amount (“**Booking Amount**”, which is not exceeding 10% of the Total Consideration Value) in respect of the above referred unit as per the details given below:

1.	Booking Amount	Amount in Rs. (Percentage of Total Consideration Value)	
2.	Amount deposited	As per receipts issued separately	
3.	Total Consideration Value		

**2. Mode of Booking**

1.	Direct / Real estate agent	
2.	If booking is through Real estate agent, then Real estate agent Reg. No	
3.	Real estate agent Charges	

**3. Payment Plan**

Payment Plan (Inclusive of all charges / fees) (Copy attached)	Construction linked plan / Down payment plan / Any other plan (please specify)
<b>Bank Details of master account (100%) for payment via RTGS</b>	
Payment in favour of	LBPL M3M THE CULLINAN MASTER ACCOUNT
Account Number	777705560065
IFSC Code	ICIC0000031
Name of Bank	ICICI Bank Limited
Address of Bank Branch	K1, Senior Mall, Sector-18, Noida, Uttar Pradesh-201301

**Annexure A:- 'Payment Plan'**

Total Consideration Value of the unit shall be paid as under:

1. In case of **Down Payment Plan**

S. No.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.	On Booking	[•]	[•]	[•]	[•]	[•]
2.	After execution of BBA	[•]	[•]	[•]	[•]	[•]
3.	On Possession	[•]	[•]	[•]	[•]	[•]
	Total Payable	[•]	[•]	[•]	[•]	[•]

**OR**

2. In case of **Construction Linked Plan**

Installment	Particulars	Percentage
1 <sup>st</sup>	[•]	[•]
2 <sup>nd</sup>	[•]	[•]
3 <sup>rd</sup>	[•]	[•]
4 <sup>th</sup>	[•]	[•]
5 <sup>th</sup>	[•]	[•]
6 <sup>th</sup>	[•]	[•]
7 <sup>th</sup>	[•]	[•]
8 <sup>th</sup>	[•]	[•]

OR

3. In case of **Development Linked Installment Plan**

S. No	Stage of Payment	Percentage
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

The Allottee will abide by all the detailed terms & conditions mentioned in the Agreement to Sub-lease which is annexed with the Allotment Letter.

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

Care Centre: \_\_\_\_\_

Board Line: \_\_\_\_\_

Whatsapp: \_\_\_\_\_

Email: \_\_\_\_\_

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

You are requested to quote the Apartment Number and Project Name, given above in all your future communication with us.

Best Wishes

Thanking You

Yours Faithfully

**For Developer**

**(Name)**

**(Authorised Signatory)**

**Applicant**

**Dated:**

**This allotment is subject to the following conditions:**

**1. TERMS**

- 1.1 That the allotment of the above residential Apartment is subject to the detailed terms & conditions mentioned in the Application Form and Agreement to Sub-lease.
- 1.2 Terms & conditions provided in Application Form and Agreement to Sub-lease shall be final and binding on both parties subject to any condition in the Allotment Letter.
- 1.3 The Allottee(s) shall not transfer / resell the Apartment without prior written consent of the Developer.
- 1.4 Upon issuance of this Allotment Letter, the Allottee(s) shall be liable to pay the Total Consideration Value of the Apartment as shown in the Payment Plan as annexed (under **Annexure A**).
- 1.5 The Total Consideration Value shall be payable on the date as specifically mentioned in the Payment Plan as annexed (under **Annexure A**).
- 1.6 The Total Consideration Value of the Apartment includes recovery of land premium, development / construction of not only the Apartment but also the common areas and facilities, limited common areas and facilities (if applicable), cost of providing electric wiring electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment as agreed in the Agreement.
- 1.7 The Developer has made it specifically clear to the Applicant(s) and after having satisfied himself / herself / themselves / itself, the Applicant(s) has / have understood and agreed that the computation of the Total Consideration Value of the Apartment does not include any recovery or payments towards (i) development, running and operation of the common amenities and facilities or any other conveniences, community buildings / sites, other recreational and sporting activities (club), if any provided on the Total Land (ii) any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, etc. (except for a right to use on such terms and conditions as may be prescribed by the Developer or the association of allottees, as the case may be, which shall be uniformly applicable for all residents / allottees / right-holders at the Phase-I Project) (iii) any rights over areas reserved / restricted for any other allottee / right-holder at the Phase-I Project; or (iv) any rights over areas to be transferred by the Developer to third parties as per Applicable Laws; or (iv) taxes which may become leviable under the provisions of the Applicable Law or any amendments thereto pertaining or relating to the sale of Apartment; (v) charges for electric sub-station / solar panel charges. The Applicant(s) fully understands that the Developer is free to deal with the Phase I Project or any part of the Phase I Project in any manner as the Developer may deem fit. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Developer or association of allottees of the subject Phase-I Project and / or association of allottees / competent authorities and shall make payment of such maintenance charges as demanded by the Developer / maintenance agency / association of allottees. The Allottee has agreed and understood that he / she / they shall be liable to pay the common

expenses for running, maintenance and operation of the common areas and facilities as determined by the Developer, till such time the common areas and facilities are transferred to the association; and thereafter to the association and uniformly made applicable for all sub-lessees / right-holders at the Project. The Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other residents as determined by the Developer in its absolute discretion.

- 1.8 In case there is any change / modification in the taxes / charges / fees / levies / lease rent / lease premium etc. the subsequent amount payable by the Allottee(s) to the Developer shall be increased / decreased based on such change / modification.
- 1.9 In case, the Allottee(s) fails to pay to the Developer as per the payment plan, then in such case, the Allottee shall be liable to pay interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Developer.
- 1.10 On offer of possession of the Apartment, the balance total unpaid amount shall be paid by the Allottee(s) and the Parties shall execute the Sub-lease Deed within the timelines as prescribed under the Applicable Laws.
- 1.11 All charges including stamp duty and registration charges will be payable by the Allottee at the time of registering the Sub-lease Deed with the Sub-registrar of assurances.
- 1.12 Interest as applicable on instalment will be paid extra along with each instalment.
- 1.13 The use of the word / name / mark "M3M The Cullinan", is under licence from M3M India Private Limited, use whereof, is subject to the brand licensing arrangement. The use of the word "M3M / M3M The Cullinan" shall in no manner be construed or interpreted as M3M India Private Limited being the developer and / or the promoter of the Project.

## **2. MODE OF PAYMENT**

- 2.1 All cheques / demand drafts must be drawn in favour of the "\_\_\_\_\_".
- 2.2 Name and contact number of the Allottee shall be written on the reverse of the cheque / demand draft.

## **3. NOTICES**

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

## **4. DEFAULT AND CANCELLATION BY ALLOTTEE**

- 4.1 In the event the Allottee fails or neglects to comply with any of its obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due amounts (and interest thereon, if any) as per payment plan (contained under **Annexure A** above) or seek to withdraw or cancel the allotment or deny / delay / neglect to execute and / or register the Agreement for Sub-lease, the Allottee shall be deemed to be in default and the Developer shall be entitled to (a) cancel the allotment made in Allottee's favour, (b) deal with the Apartment in the manner deemed fit by the Developer without any objection / claim from the Allottee, and (c) forfeit the Booking Amount (being 10% of the Total Consideration Value as detailed above) alongwith (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Developer to the channel partner / broker in case the booking is made by the Allottee through a channel partner / broker and (iii) all taxes paid by Developer to the statutory authorities levied or leviable under Applicable Laws and (iv) subvention cost and interest (if the Allottee has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in instalments or paid directly by the Developer to the bank and (v) administrative charges as per Developer's policy and (vi) any other charges and fees payable by the Developer to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses ("**Non-refundable Amount**"). The rate of interest payable by the Allottee to the Developer shall be the State Bank of India's highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and / or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation / termination. It is clarified that the Developer shall under no circumstance be liable to return / refund any portion of the applicable taxes or development charges / any pass-through charges paid / incurred by the Allottee to the Developer or any government authority, except if any refund of GST is received by Developer from any government authority on amounts that were paid by me / us over and above the Booking Amount. The Developer shall refund the amount refundable to me / us after re-allotment of the Apartment. It is clarified that the refundable amount, if any, shall be refunded by the Developer only to the Allottee.

## **5. SIGNING OF AGREEMENT TO SUB LEASE**

- 5.1 The Developer and the Allottee(s) will sign 'Agreement to Sub-lease' within 30 days of allotment of the Apartment.
- 5.2 The Allottee(s) understand that he / she / they are required to be present in person in the office of concerned Sub-registrar, of Assurances, Noida, Uttar Pradesh on any working day during office hours (with prior intimation) to sign the '**Agreement to Sub Lease**' within 30 days of Allotment of this Apartment.
- 5.3 All the terms and conditions mentioned in the Agreement to Sub-lease shall be as applicable in respect of the allotment of the Apartment by the Developer to the Allottee(s).

## **6. SUB LEASE OF THE SAID UNIT**

The Developer on receipt of Total Consideration Value shall transfer the Apartment in favor of the Allottee(s) through due execution of a tripartite sub-lease deed duly stamped and registered



with the jurisdictional Sub-registrar of Assurances (“**Sub-lease Deed**”) along with other documents as envisaged in this Agreement or as may be required under the Applicable Laws or by NOIDA or by the Developer.

Best Wishes

Thanking You

Yours Faithfully

**For**

**Lavish Buildmart Private limited**

**(Authorised Signatory)**

**Applicant**

**PROFORMA ALLOTMENT LETTER**

**Date:**

<b>From</b>	<b>To</b>
<b>M / S Lavish Buildmart Private Limited</b>	<b>Customer name:</b>
<b>Registered Office:</b> 6 <sup>th</sup> Floor, M3M Tee Point, North Block, Sector-65, Gurugram-122101 <b>Correspondence Office: 23<sup>rd</sup> Floor, Windsor Grand, Plot No. 1C Noida Expressway, Sector-126, Noida, Uttar Pradesh</b>	<b>Address:</b>
<b>Phone No:</b>	<b>Phone No:</b>
<b>Email ID:</b>	<b>Email ID:</b>

**SUBJECT: Allotment of commercial unit in the Project “M3M The Cullinan”, at Sector-94, Noida, Uttar Pradesh**

**Details of the Allottee:**

<b>ALLOTTEE DETAILS</b>	
Name of the Allottee (“Allottee(s)”)	
Son / Wife / Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

<b>SECOND ALLOTTEE DETAILS (if applicable)</b>	
Name of the Second Allottee	
Son / Wife / Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	

Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

<b>PROJECT DETAILS (“Project”)</b>	
Details of UP-RERA Registration	Reg. No.
	Dated:
	Valid Upto
Project Name	“M3M The Cullinan”
Project Location	Sector-94, Noida, Uttar Pradesh
Nature of Project	
Proposed date of Completion of the Phase / Project	
Proposed date of Possession of the Unit	
Name of Developer (“ <b>Developer</b> ”)	Lavish Buildmart Private Limited
<b>APPROVAL DETAILS</b>	Details of Building Plans / Site Plans approval
	Dated:
	Valid Upto:
	Details of Environment Clearance approval
	Dated:
Valid Upto;	

**Dear Sir / Madam,**

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the Developer has provisionally allotted you the following commercial apartment (“**Unit**”) as per the details given below:

<b>UNIT AND BOOKING DETAILS</b>		
1	Nature of the Unit	
2	Unit	Unit No.
		Type
3	Floor No.	
4	Tower / Block No.	
5	Carpet Area of commercial Unit (sq. mtrs.) <b>1sq. mtr. = 10.764 Sq. ft.)</b>	_____ In Sq. mtrs. _____ In Sq. ft.
6	Rate of carpet area (Rs / sq. m)	_____ In Sq. mtrs.

		_____ In Sq. ft.
7	Super Area of commercial Unit (sq. mtrs.) <b>1 sq. mtr. = 10.764 Sq. ft.)</b>	_____ In Sq. mtrs. _____ In Sq. ft.
8	Total Consideration (Basic Sale Price)	
9	GST @ _____ of the Total Consideration	
10	Total Consideration Value (Total Consideration (9) + GST (10))	
11	Other Charges 11(a) Power Back up charges  11(b) Interest Free Maintenance Security (IFMS)	

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

Access to club: Yes / No

**Note:**

- Carpet Area has the same meaning as ascribed in the Real (Estate Regulation and Development Act), 2016.
- The Allottee, in addition, shall be liable to pay any additional compensation and / or demand raised by the Noida / Government or concerned authority.
- The Allottee in addition shall be liable to pay lease rent and / or one time lease rent as per the Policy / Rules of the Noida / Government or concerned authority, at the time of offer of possession.
- Advance Maintenance Charges – payable at the time of offer of possession
- Stamp duty and registration charges shall be payable at the time of execution of sub-lease
- Offer and handover of symbolic possession of the Unit shall be in the manner specified under terms contained Schedule-I hereunder as well as the Application Form and the Agreement for Sub-lease.

**1. Booking Amount**

We have received Booking Amount (“**Booking Amount**”, which is not exceeding 10% of the Total Consideration Value) in respect of the above referred unit as per the details given below:

1.	Booking Amount	Amount in Rs.	
		(Percentage of Total Consideration Value)	
2.	Amount deposited	As per receipts issued separately	
3.	Total Consideration Value		

**2. Mode of Booking**

1.	Direct / Real estate agent	
2.	If booking is through Real estate agent, then Real estate agent Reg. No	
3.	Real estate agent Charges	

**3. Payment Plan**

Payment Plan (Inclusive of all charges / fees) (Copy attached)	Construction linked plan / Down payment plan / Any other plan (please specify)
<b>Bank Details of master account (100%) for payment via RTGS</b>	
Payment in favour of	LBPL M3M THE CULLINAN MASTER ACCOUNT
Account Number	777705560065
IFSC Code	ICIC0000031
Name of Bank	ICICI Bank Limited
Address of Bank Branch	K1, Senior Mall, Sector-18, Noida, Uttar Pradesh-201301

**Annexure A:- 'Payment Plan'**

Total Consideration Value of the unit shall be paid as under:

1. In case of **Down Payment Plan**

S. No.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.	On Booking	[•]	[•]	[•]	[•]	[•]
2.	After execution of BBA	[•]	[•]	[•]	[•]	[•]
3.	On Possession	[•]	[•]	[•]	[•]	[•]
	Total Payable	[•]	[•]	[•]	[•]	[•]

**OR**

2. In case of **Construction Linked Plan**

Installment	Particulars	Percentage
1 <sup>st</sup>	[•]	[•]
2 <sup>nd</sup>	[•]	[•]
3 <sup>rd</sup>	[•]	[•]
4 <sup>th</sup>	[•]	[•]
5 <sup>th</sup>	[•]	[•]
6 <sup>th</sup>	[•]	[•]
7 <sup>th</sup>	[•]	[•]
8 <sup>th</sup>	[•]	[•]

**OR**

3. In case of **Development Linked Installment Plan**

<b>S. No</b>	<b>Stage of Payment</b>	<b>Percentage</b>
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

The Allottee will abide by all the detailed terms & conditions mentioned in the Agreement to Sub-lease which is annexed with the Allotment Letter.

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

Care Centre: \_\_\_\_\_

Board Line: \_\_\_\_\_

Whatsapp: \_\_\_\_\_

Email: \_\_\_\_\_

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

You are requested to quote the Unit Number and Project Name, given above in all your future communication with us.

Best Wishes

Thanking You

Yours Faithfully

**For Developer**

**(Name)**

**(Authorised Signatory)**

**Allottee**

**Dated:**

**This allotment is subject to the following conditions:**

**1. TERMS**

- 1.1 That the allotment of the above commercial Unit is subject to the detailed terms & conditions mentioned in the Application Form and Agreement to Sub-lease.
- 1.2 Terms & conditions provided in Application Form and Agreement to Sub-lease shall be final and binding on both parties subject to any condition in the Allotment Letter.
- 1.3 The Allottee(s) shall not transfer / resell the Unit without prior written consent of the Developer.
- 1.4 Upon issuance of this Allotment Letter, the Allottee(s) shall be liable to pay the Total Consideration Value of the Unit as shown in the Payment Plan as annexed (under **Annexure A**).
- 1.5 The Total Consideration Value shall be payable on the date as specifically mentioned in the Payment Plan as annexed (under **Annexure A**).
- 1.6 The Total Consideration Value of the Unit includes recovery of land premium, development / construction of not only the Unit but also the common areas and facilities, limited common areas and facilities (if applicable), cost of providing electric wiring electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement.
- 1.7 The Developer has made it specifically clear to the Allottee(s) and after having satisfied himself / herself / themselves / itself, the Allottee(s) has / have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards (i) development, running and operation of the common amenities and facilities or any other conveniences, community buildings / sites, other recreational and sporting activities (club), if any provided on the Total Land (ii) any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, etc. (except for a right to use on such terms and conditions as may be prescribed by the Developer or the association of allottees, as the case may be, which shall be uniformly applicable for all residents / allottees / right-holders at the Phase-I Project) (iii) any rights over areas reserved / restricted for any other allottee / right-holder at the Phase-I Project; or (iv) any rights over areas to be transferred by the Developer to third parties as per Applicable Laws; or (iv) taxes which may become leviable under the provisions of the Applicable Law or any amendments thereto pertaining or relating to the sale of Unit; (v) charges for electric sub-station / solar panel charges. The Allottee(s) fully understands that the Developer is free to deal with the Phase I Project or any part of the Phase I Project in any manner as the Developer may deem fit. As regards payment of maintenance charges, the Allottee(s) shall enter into a separate maintenance agreement with an agency designated by the Developer or association of allottees of the subject Phase-I Project and / or association of allottees / competent authorities and shall make payment of such maintenance charges as demanded by the Developer / maintenance agency / association of allottees. The Allottee has agreed and understood that he / she / they shall be liable to pay the common expenses for running, maintenance and operation of the common areas and facilities as

determined by the Developer, till such time the common areas and facilities are transferred to the association; and thereafter to the association and uniformly made applicable for all sub-lessees / right-holders at the Project. The Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other residents as determined by the Developer in its absolute discretion.

- 1.8 In case there is any change / modification in the taxes / charges / fees / levies / lease rent / lease premium etc., the subsequent amount payable by the Allottee(s) to the Developer shall be increased / decreased based on such change / modification.
- 1.9 In case, the Allottee(s) fails to pay to the Developer as per the payment plan, then in such case, the Allottee shall be liable to pay interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Developer.
- 1.10 On offer of possession of the Unit, the balance total unpaid amount shall be paid by the Allottee(s) and the Parties shall execute the Sub-lease Deed within the timelines as prescribed under the Applicable Laws.
- 1.11 All charges including stamp duty and registration charges will be payable by the Allottee at the time of registering the Sub-lease Deed with the Sub-registrar of assurances.
- 1.12 Interest as applicable on instalment will be paid extra along with each instalment.
- 1.13 The use of the word / name / mark "M3M The Cullinan", is under licence from M3M India Private Limited, use whereof, is subject to the brand licensing arrangement. The use of the word "M3M / M3M The Cullinan" shall in no manner be construed or interpreted as M3M India Private Limited being the developer and / or the promoter of the Project.

## **2. MODE OF PAYMENT**

- 2.1 All cheques / demand drafts must be drawn in favour of the "\_\_\_\_\_".
- 2.2 Name and contact number of the Allottee shall be written on the reverse of the cheque / demand draft.

## **3. NOTICES**

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

## **4. DEFAULT AND CANCELLATION BY ALLOTTEE**

- 4.1 In the event the Allottee fails or neglects to comply with any of its obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due



amounts (and interest thereon, if any) as per payment plan (contained under **Annexure A** above) or seek to withdraw or cancel the allotment or deny / delay / neglect to execute and / or register the Agreement for Sub-lease, the Allottee shall be deemed to be in default and the Developer shall be entitled to (a) cancel the allotment made in Allottee's favour, (b) deal with the Unit in the manner deemed fit by the Developer without any objection / claim from the Allottee, and (c) forfeit the Booking Amount (being 10% of the Total Consideration Value as detailed above) alongwith (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Developer to the channel partner / broker in case the booking is made by the Allottee through a channel partner / broker and (iii) all taxes paid by Developer to the statutory authorities levied or leviabale under Applicable Laws and (iv) subvention cost and interest (if the Allottee has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in instalments or paid directly by the Developer to the bank and (v) administrative charges as per Developer's policy and (vi) any other charges and fees payable by the Developer to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses ("**Non-refundable Amount**"). The rate of interest payable by the Allottee to the Developer shall be the State Bank of India's highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and / or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation / termination. It is clarified that the Developer shall under no circumstance be liable to return / refund any portion of the applicable taxes or development charges / any pass-through charges paid / incurred by the Allottee to the Developer or any government authority, except if any refund of GST is received by Developer from any government authority on amounts that were paid by me / us over and above the Booking Amount. The Developer shall refund the amount refundable to me / us after re-allotment of the Unit. It is clarified that the refundable amount, if any, shall be refunded by the Developer only to the Allottee.

## **5. SIGNING OF AGREEMENT TO SUB LEASE**

- 5.1 The Developer and the Allottee(s) will sign 'Agreement to Sub-lease' within 30 days of allotment of the Unit.
- 5.2 The Allottee(s) understand that he / she / they are required to be present in person in the office of concerned Sub-registrar, of Assurances, Noida, Uttar Pradesh on any working day during office hours (with prior intimation) to sign the '**Agreement to Sub Lease**' within 30 days of Allotment of this Unit.
- 5.3 All the terms and conditions mentioned in the Agreement to Sub-lease shall be as applicable in respect of the allotment of the Unit by the Developer to the Allottee(s).

## **6. SUB LEASE OF THE SAID UNIT**

The Developer on receipt of Total Consideration Value shall transfer the Unit in favor of the Allottee(s) through due execution of a tripartite sub-lease deed duly stamped and registered with the jurisdictional Sub-registrar of Assurances ("**Sub-lease Deed**") along with other

documents as envisaged in this Agreement or as may be required under the Applicable Laws or by NOIDA or by the Developer.

Best Wishes  
Thanking You  
Yours Faithfully

**For**  
**Lavish Buildmart Private limited**

**(Authorised Signatory)**