

**Gardencity
Hyderabad
Head Office: DLF Gateway Towers,
1st Floor, DLF City, Phase-III,
Gurgaon-122002,
Haryana.**

PLOT ALLOTMENT LETTER

To,

Dated:_____

1. **NAME** _____
ADDRESS _____

Subject: Plot Allotment Letter for Plot No. _____ in Gardencity, Hyderabad .

Dear Sir/Madam

This has reference to your Application dated _____ and the provisional letter of allotment dated _____ for allotment of a residential plot in “Gardencity” (hereinafter referred to as the “Said Plot”), a plotted colony located in Nandigama (Shamshabad Extension), Nandigama Village Kothur Mandal, Mahaboobnagar District (A.P) (hereinafter referred to as the “**Said Colony**”) being developed by DLF Gayatri Developers (hereinafter referred to as the “Firm”) in accordance with the presently approved layout plan attached as **Annexure-I**, approved by the Hyderabad Metropolitan Development Authority on the land admeasuring 108.37 acres or thereabout(hereinafter referred to as the “Said Land”).

In response to your Application for the Said Plot, having plot area _____ sq. mtr. (_____sq. yd.) in the Said Colony and relying on your confirmations, representations and assurances to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter, the Firm hereby allots to you the Said Plot, details of which are mentioned hereinafter on the terms and conditions contained herein below.

Sole/First Allottee

Second Allottee

TERMS AND CONDITIONS OF ALLOTMENT

1. Plot Area : _____ sq. mtr. (_____sq. yd. approx.)

Plot No: _____ Block No. ;

Basic Sale Price (BSP): Rs. _____ /-per sq. mtr;
(Rs. _____/-per sq. yd approx.)

Total BSP: Rs. _____/-(Rupees _____only)

Preferential Location Charges(PLC)

Preferential location charges ('PLC') for preferential location are described as under:

Preferential Location Attribute(s) Charges per sq. mtr. (per sq. yd.)

1. East facing: Rs. _____per.sq.mtr./
(-Rs. _____per sq.yd approx)
(Rupees _____only)

2. Green /Park Facing: Rs. _____per.sq.mtr./
(-Rs. _____per sq.yd approx)
(Rupees _____only)

3. Corner Plots: Rs. _____per.sq.mtr./
(-Rs. _____per sq.yd approx)
(Rupees _____only)

4. 15,18,24 mtr.
Road facing/adjoining: Rs. _____per.sq.mtr./
(-Rs. _____per sq.yd approx)
(Rupees _____only)

Total PLC: Rs. _____/-(Rupees _____only)

Township Infrastructure Charges(TIC):Rs. _____per sq.mtr
(Rs. _____/- per sq. yd. approx)
aggregating to Rs. _____/-(Rupees _____only)

Total Price: BSP + PLC + TIC _____

In addition to the Total Price the Allottee shall be liable to pay:

- 1) A non-refundable Interest Free Maintenance Security (hereinafter referred to as "IFMS") @ Rs. 150 /- per sq.mtr (Rs. 125/- per sq. yd. approx). payable for the Said Plot to secure the Allottee's obligations in payment of maintenance bills as more elaborately described in clause no. 13(b) till it is transferred to any nominee of the Firm (including maintenance agency) / other body who would be entrusted with the maintenance work of the Said Colony.

Sole/First Allottee

Second Allottee

- 2) Stamp duty and registration, legal charges etc. which shall be extra at actuals.
- 3) External Development Charges for external development of Said Colony as and when demanded by the Firm/ as per Payment Plan as given in Annexure- II and more clearly described in clause-6.
- 4) Infrastructure Development /Infrastructure Augmentation Charges and any other Government levies / charges as and when demanded by the Firm/ as per Payment Plan more clearly given in clause-6
- 5) Holding charges as more elaborately described in clause 11(b).
- 6) Late construction penalty as more elaborately described in clause 12(b).
- 7) Club charges, as applicable and more elaborately described in clause 3(d).
- 8) Municipal tax, property tax, wealth tax, service tax, fees, levies and charges by whatever name called and increases thereof.
- 9) All kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other Taxes and Cesses by whatever name called paid or payable by the Firm and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Plot/Said Colony.
- 10) Cost for providing power back up for common services only as more elaborately described in Clause 14 including that of equipments, DG set, cabling, installation etc.
- 11) All deposits and charges paid/payable by the Firm to state Electricity Board or any other body.
- 12) Charges / deposits / costs for providing connection from HT feeder pillars upto the Said Plot including any deposits and costs for meter installation.
- 13) Charges/cost of providing sewer, storm water and water connection to the Said Colony from the main line serving the Said Colony.
- 14) The cost of electric and water as well as charges for water and electricity connection and consumption.

The aforementioned charges shall be paid as and when demanded by the Firm and the determination of the proportionate share by the Firm shall be final and binding upon the Allottee. The Allottee agrees that in case of failure of the Allottee to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the Said Plot and the Firm shall have the discretion to withhold the registration of the Said Plot and/ or resume the Said Plot.

2. The Allottee shall make all payments by A/c Payee cheque(s)/Demand Draft(s) payable at Hyderabad drawn in favour of **“DLF Gayatri Developers-Collection Account”**.

Sole/First Allottee

Second Allottee

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- (a) The Said Colony is proposed to be set up in accordance with the terms and conditions of the layout plan presently approved and as may be approved in future by the competent authority.
 - (b) The Firm shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling inside/ outside the Said Colony, in which the Said Plot is located, and that the Allottee shall not raise any objections or make any claims or default in any payments as demanded by the Firm on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities.
 - (c) All rights including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities for common use of the occupants within the Said Colony) shall vest solely with the Firm and the Firm shall have the sole and absolute authority to deal with the same in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Firm may deem fit in its sole discretion. The Firm, at any time, has not made any commitment or charged any price for the ownership of the Allottee any amenities/facilities which are specifically earmarked by the Firm for the Firm's ownership, though the Firm may permit the occupants of the Said Colony to use such amenities and facilities upon payment of fees, subscription charges, security deposit etc. as may be decided by the Firm/management of such amenities and facilities from time to time.
 - (d) In addition to the Total Price and other charges mentioned in the Allotment Letter, the Allottee shall also be required to pay Rs. 75,000/- as club membership fees for 5 years, annual club charges at Rs. 6000/- per annum and a refundable security deposit of Rs. 20,000/- more clearly described in the Payment Plan attached herewith. Additional club membership fees and related charges/deposits (collectively referred to as "Club Charges") will be charged for each additional family even if residing in the same plot, for use of the club which may be located anywhere inside or outside the Said Colony. The residents/occupants of the Said Colony shall have an assured membership of the club subject to payment of aforesaid charges. The total number of memberships will be limited to four per plot. The Firm reserves the right to grant additional membership. The Firm's decision in this regard shall be final and binding on the Allottee. The members shall abide by the terms and conditions laid down by the management of the club. The Allottee shall be liable to pay the usage charges in accordance with the usages and services availed by the Allottee. The Allottee shall be required to sign and execute necessary documents for membership of the club which shall contain terms and conditions of membership and Allottee shall be bound by the same. The membership of the Allottee shall automatically extinguish upon sale of the Said Plot by the Allottee and the same shall stand transferred in the buyer's name, subject to payment of such fees as may be prescribed by the management of the club/Firm.

4. In the zoning plan as may be approved by the Competent Authority(ies), there would be restrictions including but not limited to, on the number of floors and area to be constructed by the Allottee in each plot and other norms as may be imposed by the competent authority(ies). The construction by the Allottee shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Said Plot shall not be partitioned / sub-divided / fragmented / remodeled / additionally constructed in any manner to create more dwelling units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the competent authority. The Allottee shall strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the competent authority(ies) in respect of the Said Plot/Said Colony as may be applicable from time to time. It is not permissible to join and make contiguous the plots which are located behind each other. However, it may be permissible, subject to the approval of the competent authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). The approval of the building plan(s), occupation certificate etc., shall be at the Allottee's sole costs and responsibility and the Firm shall have no role in the same whatsoever.
5. In addition to the BSP, the Allottee shall be liable to pay preferential location charges for preferential attribute(s) of the Said Plot as described in this Allotment Letter and Township Infrastructure Charges(TIC) which are to be paid in a manner and within the time as stated in the Payment Plan attached as **Annexure II**.
- (i) If due to any reason including the change in the layout plan, any of the preferential location attribute(s) gets deleted, then the Firm shall be liable to refund only the amount applicable for such preferential location attribute(s) if already paid by the Allottee, without any interest and such refund shall be adjusted in the next pending installment due from the Allottee immediately upon such determination being done.
- (ii) If due to any reason including the change in the layout plan, the Said Plot acquires an additional preferential location attribute(s) then the Allottee shall be liable to pay for such additional preferential location attribute(s) as may be decided by the Firm, within 30 days of demand made by the Firm.
6. While calculating the Total Price of the Said Plot, the Firm has not taken into account the External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”), and other charges including but not limited to Infrastructure Augmentation Charges (“IAC”), Govt. Charges (EDC, IDC IAC etc. collectively herein referred to as Govt. Charges) and all increases thereof as may be levied by the Government of A.P from time to time. The Allottee shall pay such charges as and when demanded by the Firm. All such Government Charges, levies/ increases may be levied by the Government of A.P with prospective or retrospective effective from the date of approval of plans of the Said Colony. The Firm makes it clear that if it is required to pay such levies, Govt. Charges, interest and other charges etc.; in such prospective /retrospective manner from the date of approval, then the Firm shall demand, and the Allottee shall pay the same proportionately in the manner in which the area of the Said Plot bears to the total area of the Said Colony as calculated by

the Firm. All Govt. Charges, levies, fees, cesses, etc. are solely to the account of the Allottee and the Firm shall have no liability in this regard. Further, the Government of A.P may also levy other charges at any stage including on the completion of the Said Colony or thereafter the demand for which will be raised by the Firm and the Allottee shall pay the same on demand to the Firm. Apart from the above demand as stated, there could be future levies/ increases in Govt. Charges, etc. during the occupation of the Said Plot and the same shall be charged and the Allottee agrees to be liable and pay all such future levies/ increases as and when demanded by the Firm and this condition shall always survive the conveyance of the Said Plot in favour of the Allottee. The Allottee shall not default in the payment of such prospective/ retrospective increases in the Govt. Charges, levies, fees, etc. as and when demanded by the Firm. Such demand when made will constitute unpaid sale price of the Said Plot and if such levies are demanded by the Firm after the sale deed is executed in favour of the Allottee, the Firm shall have lien/charge on the Said Plot to the extent of such unpaid sale price and the Allottee shall not object and will cooperate if the Firm resumes the possession and ownership of the Said Plot and / or takes all legal measures to recover such unpaid sale price.

The Allottee shall be liable to pay the abovementioned Government rates, taxes, fees, levies, cesses including labour cess, charges, wealth tax, property tax, service tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be, from the date of the Application with regard to the area of the Said Plot in the Said Colony prior to the conveyance of the Said Plot in favour of the Allottee. If such charges are increased (including with retrospective effect) after the sale deed has been executed, then these charges shall be treated as unpaid sale price of the Said Plot and the Firm shall have lien on the Said Plot of the Allottee for the recovery of such charges and the Allottee shall cooperate if the Firm resumes the possession and ownership of the Said Plot and / or takes all legal measures to recover such unpaid sale price.

7. The Earnest Money for the purpose of this Allotment Letter shall be the booking amount paid by the Allottee at the time of the booking. The Firm shall be entitled to forfeit this Earnest Money along with the interest on delayed payments, brokerage, other charges, and taxes, if any incurred by the Firm, etc., in case of non-fulfillment of the terms and conditions herein contained or in the event of failure by the Allottee to sign and return to the Firm, this Allotment Letter within 30 days from the date of its dispatch/handing over by the Firm to the Allottee.
8. The payment on or before due date, of Total Price and other amounts payable as per the Payment Plan, as opted by the Allottee or as demanded by the Firm from time to time, is the essence of this Allotment Letter.
- 9 (a) The Said Colony is planned to be developed by the Firm in accordance with the layout plan sanctioned by the Competent Authority and as may be changed/approved from time to time by the Competent Authority. Any changes/modifications/amendments as may be made by the Competent Authority in the layout plan for the Said Colony in future, shall automatically supersede the present approved layout plan attached herewith and become binding on the Firm and the Allottee.

Sole/First Allottee

Second Allottee

- (b) The Allottee shall have no objection if the Firm makes suitable and necessary alterations in the layout plan, if found necessary, and such alterations may involve the change in the position, number, dimensions or change in the area of the Said Plot etc. However, in case of any major alterations/modifications resulting in $\pm 10\%$ change in the area of the Said Plot, the Firm shall intimate to the Allottee in writing, the change(s) thereof in the price of the Said Plot. The Allottee shall inform the Firm in writing, his consent or objections to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his consent to such alterations/ modifications. Any increase or reduction in the area of the Said Plot shall be payable by the Allottee, or refundable by the Firm as the case may be, at the same rate as mentioned in this Allotment Letter.

If the Allottee writes to the Firm within thirty (30) days of intimation by the Firm indicating his non-consent/objections to such alteration(s)/modification(s), then the allotment shall be deemed to be cancelled and the Firm shall refund the entire money received from the Allottee with simple interest @ 6% per annum calculated from the date of realization of the said amounts by the Firm.

10. (a) If the Firm is unable to hand over possession of the Said Plot due to any government/regulatory authority's action, inaction or omission, then the Firm may challenge the same by moving the appropriate courts, tribunal(s) and / or authority. In such a situation, the amount(s) paid by the Allottee shall continue to remain with the Firm and the Allottee shall not have a right to terminate this Allotment Letter and ask for refund of his money and this Allotment Letter shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority (ies). However, the Allottee may, if so desires, become a party along with the Firm in such litigation to protect Allottee's rights arising under this Allotment Letter. In the event the Firm succeeds in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Allotment Letter shall stand revived and the Allottee shall be liable to fulfill all obligations as provided in this Allotment Letter. It is further agreed that in the event of the aforesaid challenge of the Firm to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding, the Firm will, subject to provisions of law/court order, refund within reasonable time to the Allottee the amounts received from the Allottee after deducting Non Refundable Amounts, but without any interest or compensation and the decision of the Firm in this regard shall be final and binding on the Allottee save as otherwise provided herein, the Allottee shall be left with no other right, claim of whatsoever nature against the Firm under or in relation to this Allotment Letter.
- (b) The Firm may, in its sole discretion, abandon the project/Said Township, without assigning any reasons thereof and in such an eventuality, the liability of the Firm shall be limited only to refund the amounts received from the Allottee, alongwith 6% simple interest per annum, from the date of receipt of such amount by the Firm and the Allottee shall have no other claim of any nature whatsoever.

- 11 (a) The Firm shall endeavour to offer possession of the Said Plot, within twenty four (24) months from the date of Application of allotment which date is the date of receipt of booking amount for the Said Plot, subject to timely payment of Total Price, Stamp Duty, Government Charges and any other charges due and payable by the Allottee according to the Payment Plan/this Allotment Letter.
- (b) In the event of Allottee's failure to take possession of the Said Plot, within 30 (thirty) days from the date of intimation in writing by the Firm offering possession, then the same shall lie at the Allottee's risk and cost and the Allottee shall be liable to pay to the Firm, holding charges calculated at the rate of Rs. 50/- per sq. mtr. (Rs. 42/-per sq. yd approx.) on the area of the Said Plot per month for the entire period of such delay. If the Allottee fails to take possession of the Said Plot for a period of six (06) months from the date of offer of possession by the Firm, then the Firm shall be entitled to cancel the allotment of the Said Plot and refund all monies paid by the Allottee after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Firm.
- (c) The payment of holding charges shall be made by the Allottee prior to the conveyancing of the Said Plot in favour of the Allottee. The holding charges shall be a charge for delay in taking over the possession and it shall be in addition to maintenance, and other charges, and not adjustable or substitutable to any other charges as provided in this Allotment Letter.
- (d) In the event the Firm fails to offer possession of the Said Plot, within twenty four (24) months from the date of Application then after ninety (90) days from the expiry of twenty four (24) months, subject to the Allottee having made all payments as per the Payment Plan, and subject to the terms and conditions of this Allotment Letter and barring Force Majeure circumstances, the Firm shall pay compensation to the first named Allottee and not to any one else calculated at the rate of Rs. 50/- per sq. mtr. per month (Rs. 42/- per sq. yd. approx.per month) on the total area of the Said Plot which both parties have agreed is a just and equitable estimate of the damages that the Allottee may suffer and the Allottee shall not have any other claims/rights whatsoever. The payment of such compensation shall be done at the time of conveyance of the Said Plot in favour of the Allottee.
- 12 (a) The Allottee shall complete the construction on the Said Plot within a period of four (4) years from the date of offer for possession by the Firm to the Allottee. In the event of the Allottee's failure to complete the construction and obtain a certificate for occupation and use from the Competent Authority within four (4) years from the date of offer of possession by the Firm then the Allottee hereby grants right to the Firm to resume the Said Plot, refund the monies paid by the Allottee after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Firm and resell the Said Plot.
- (b) The Firm may, at its sole discretion, accede to the written request of the Allottee to extend the construction period but only upon the Allottee paying a late

construction penalty to the Firm calculated at the rate of Rs.50/- per sq. mtr. per month (Rs. 42/- per sq. yd. approx. per month) on the total area of the Said Plot per month for the entire period of delay. This penalty may be escalated in case where the delay continues beyond a period of 12 months after the grant of first extension. A provision to this effect will also be incorporated in the sale deed, which is necessary to be incorporated in this Allotment Letter, and the sale deed with a view to develop and habitate the Said Colony.

The holding charges and the late construction penalty are distinct and separate charges, if applicable, payable by the Allottee to the Firm.

- 13 (a) The Allottee shall enter into a maintenance agreement (Maintenance Agreement) with the Firm/ its nominee/ agency or any other body (hereinafter referred to as the **'Maintenance Agency'**) as may be appointed by the Firm from time to time for the maintenance and upkeep of the Said Colony until these are handed over to local body or any government agency. The Maintenance Agency shall render maintenance services only with respect to the common areas falling within the Said Colony but outside the Said Plot and these shall mainly relate to services in respect to the public roads, landscaping, sewerage, drainage, garbage clearance, water, street lights, DG power back-up for common services, pavements, horticulture etc. The Allottee shall pay the maintenance bills raised by the Maintenance Agency maintaining various services/facilities including water charges as described above raised on a pro rata basis from the date of the offer of possession by the Firm irrespective whether the Allottee has taken possession or is in occupation of the Said Plot or not, until the maintenance services are handed over to the government or any local body for maintenance.
- (b) In order to secure adequate provision of the maintenance services and also to secure the due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee shall deposit, and always keep deposited with the Firm/Maintenance Agency an Interest Free Maintenance Security (hereinafter referred to as the **"IFMS"**) @ Rs.150/- per sq. mtr. (Rs. 125/- per sq. yd. approx.). In case of failure of the Allottee to pay the maintenance bills, other charges on or before the due date, the Firm may deny him the right to avail the maintenance services, and adjust the IFMS against such defaults in the payment of maintenance bills. If due to such adjustment in the principal amount, the IFMS falls below the agreed sum of Rs.150/- per sq. mtr. (Rs. 125/- per sq. yd. approx.) per month on the area of the Said Plot, then the Allottee shall make good the resultant shortfall within fifteen (15) days of demand by the Firm.
- (c) The Firm/Maintenance Agency reserves the right to increase the IFMS from time to time in keeping with the increase in the cost of maintenance services and the Allottee shall pay such increases within fifteen (15) days of demand by the Firm/Maintenance Agency. If the Allottee fails to make good the shortfall as aforesaid on or before its due date then the Firm/ Maintenance Agency shall have first charge/lien on the Said Plot in respect of any such non-payment.

- (d) The Firm may transfer to the Maintenance Agency, the IFMS of the Allottee, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee at any time and thereupon the Firm shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS. The Maintenance Agency upon transfer of the IFMS or in case fresh IFMS is sought from the Allottee as stipulated hereinabove, reserves the sole right to modify/revise all or any of the terms of the IFMS including but not limited to the amount of IFMS, etc.
- 14 (a) The State Electricity Board shall supply power to all the plots in the Said Colony. The power supply shall be of 12KW for plot sizes upto 224.3 sq.mtr (267 sq.yd.), 15KW for plot size ranging between 224.3 sq.mtr.(267 sq. yds.) upto 299.1 sq.mtr.(356 sq.yd.) and 18 KW for plot sizes above 299.1 sq.mtr.(356 sq. yd.) after accounting for an overall suitable diversity at 40 %. Electricity power will be provided subject to availability as per state Electricity Board norms and first come first serve basis.
- (b) The Firm may provide power back up, only for common services in the Said Colony i.e emergency street lighting, sewage treatment plant, pumping station. The power back up may be made available through DG sets of suitable capacity installed within the Said Colony or anywhere else.
- (c) The Allottee shall be charged on monthly basis for all the costs of power consumed by him as indicated in the meter which may be installed by the Firm/its nominee/ Maintenance Agency at the cost of the Allottee. The Maintenance Agency shall charge for the power consumed based on the expenditure incurred for diesel, spares, depreciation, other wear and tear, repairs, other consumables etc.; at cost plus 20% and the same would be billed as a part of the maintenance bill which will also include other maintenance charges for maintenance and upkeep of the Said Colony as described above. Failure to pay the maintenance bill including the cost of power back up as described above, shall entitle the Firm/its nominee (including Maintenance Agency) to withhold the provision of maintenance services including the back up /electricity supply and the provision to this effect shall also be incorporated in the sale deed.
- (d) In the event the Firm (or its nominee) decides to apply for and thereafter receives permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of A.P for such purpose, to receive and distribute bulk supply of electrical energy in the Said Colony, then the Allottee shall pay on demand to the Firm (or its nominee) proportionate share as determined by the Firm (or its nominee) of all deposits and charges paid/ payable by the Firm (or its nominee) to the SEB/competent authority/ any other body/commission/regulatory /licensing authority constituted by the Government of A.P, failing which the same shall be treated as unpaid portion of the sale price payable by the Allottee for the Said Plot and the conveyance of the Said Plot shall be withheld by the Firm till full payment thereof is received by the Firm (or its nominee) from the Allottee. Proportionate share of cost,

incurred by the Firm (or its nominee) for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Allottee on demand. Further the Firm (or its nominee) shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Said Plot till full payment of such deposits and charges is received by the Firm (or its nominee). In case of bulk supply of electrical energy, the Allottee shall abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from SEB/or any other body responsible for supply of electrical energy. The Allottee shall pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Firm (or its nominee), from time to time.

- (e) The Firm or its agents/subsidiaries associates/affiliates or sister concerns may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Colony and any other project/complex which the Firm (or its nominee/affiliates) may develop in future. In such an eventuality the Allottee shall have no objection to such arrangement for generating and/or supply of power including it being an exclusive source of power supply to the Said Colony directly and also it being to the exclusion of power supply from State Electricity Boards (SEBs)/ any other source. This arrangement could be provided within the Said Colony/future project/colonies by the Firm or its agents directly or through the respective association of owners. The Firm (or its nominee/affiliates) or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment/ plant as may be considered necessary by the Firm (or its nominee/affiliates) in its sole discretion from time to time. The said equipment/plant may be located anywhere in or around/within or nearby the Said Colony.

The Firm (or its nominee/ affiliates) or its agents shall have the right to charge tariff for providing /supplying the power at the rate as may be fixed from time to time by the Firm (or its nominee/affiliates) which may or may not be limited to the rate then charged by the State Electricity Boards (SEBs). The Allottee shall pay the amount based on the tariff to the Firm (or its nominee/affiliates) or its agents directly for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Firm (or its nominee/affiliates) or its agents. Such power generating and/or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges during the time of Allottee's ownership of the Said Plot. This clause shall survive the conveyance of the Said Plot or any subsequent sale/resale or conveyancing thereof.

- (f) In case the Firm provides standard design options for individual plots, for construction of boundary wall/fence/grill, as the case may be and the gate, then the Allottee undertake(s) to choose one of the options and adhere to the same in the best interest of maintaining the aesthetics of the Said Colony.

15. The Allottee shall pay, as and when demanded by the Firm, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Said Plot in favour of the Allottee which shall be executed and got registered after receipt of the Total Price and other charges as set out in this Allotment Letter and the Payment Plan attached hereto.
16. The Allottee shall be liable to comply with the terms of payment and/or other terms and conditions of this Allotment Letter failing which Allottee shall forfeit to the Firm the entire amount of Earnest Money, interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Firm etc. and this Allotment Letter shall stand cancelled and the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Firm shall thereafter be free to resell/reallot and/or deal with the Said Plot in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money, processing fee, interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Firm etc. would be refunded to the Allottee by the Firm only after realising such amounts to be refunded on resale/reallotment of the Said Plot but without any interest or compensation of whatsoever nature. The Firm shall have the first lien and charge on the Said Plot for all its dues payable by the Allottee to the Firm.

Without prejudice to the Firm's aforesaid rights, the Firm may at its sole discretion waive in writing, the breach by the Allottee in not making payments as per the Payment Plan, but on the condition that the Allottee shall pay to the Firm interest which shall be charged for the first ninety (90) days from the due date @ 15 % per annum and for all periods exceeding first ninety (90) days after the due date @ 18 % per annum with quarterly rests.

17. The Said Plot is not transferable/assignable or eligible for nomination till one year (01) from date of this Allotment Letter and shall be subject to payment of monies due and payable by the Allottee as stated in the Payment Plan. However, subsequent to the one year (01) period, the Firm may, at its sole discretion, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government/its agency/ body directions as may be in force, upon receiving a written request from the Allottee/ its nominee, permit the Allottee to get the name of Allottee's nominee substituted in the Allottee's place subject to such terms, conditions and charges as the Firm may impose. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment. At present there are no executive instructions of the Competent Authority(ies) to restrict any nomination/transfer/assignment in respect of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Allotment Letter to restrict nomination/transfer/assignment of the Said Plot by any authority, the Firm will have to comply with the same.
- 18 (a) The Firm shall have the right to raise finance/loan from any Financial Institution/Bank by way of Mortgage/charge/securitization of receivables of the Said Plot subject to the Said Plot being free of any encumbrances at the time of execution of sale deed. The Firm/financial institution/bank shall always have the first lien/charge on the Said Plot for all its dues and other sums payable by the Allottee or in respect of the loan granted for the purpose of construction.

- (b) In case of the Allottee who has made arrangement with any Financial Institutions/Banks, the conveyance of the Said Plot in favour of the Allottee shall be executed only upon the Firm receiving No Objection Certificate from such Financial Institutions/Banks.
- (c) In case the Allottee wants to avail of a loan facility from financing bodies to facilitate the purchase of the Said Plot then:-
- (I) The terms of the financing agency shall be binding and applicable upon the Allottee.
- (II) The responsibility of getting the loan sanctioned and disbursed as per the Firm's Payment Plan will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Firm, as per schedule, shall be ensured by the Allottee.
19. If for any reason whatsoever, the licence(s) to establish the Said Colony or any part of it granted to the Firm hereinabove mentioned, is or are cancelled by any authority, then the Firm shall be entitled to challenge its validity and efficacy before appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until their final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Allottee in pursuance of this Allotment Letter shall continue to remain with the Firm and the Allottee shall not require of the Firm the specific performance of the terms of this Allotment Letter and this Allotment Letter shall remain in abeyance until the final determination, as aforesaid. In the event of such cancellation order becoming final, if any compensation is paid or promised by the Authorities then the Allottee will be entitled to claim and receive from the Firm along with other Allottee such compensation on a pro rata basis as and when the same is finally determined and received by the Firm. If no compensation is paid or promised to be paid then the Firm shall refund to the Allottee the amount(s) paid by him/them in four equal yearly installments without any interest, less the pro-rata expenses incurred by the Firm for development of the land, brokerage paid, marketing expenses, other charges and taxes incurred by the Firm. Save as aforesaid, the Allottee will have no other claim of any nature whatsoever against the Firm.
20. In respect of all remittances, acquisition/ transfer of the Said Plot it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Firm with such permissions, approvals which would enable the Firm to fulfill its obligations under this Allotment Letter. Any refund, transfer of security if provided in terms of this Allotment Letter shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Allottee's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the Allottee shall be liable for any action under the FEMA, and rules and regulations made thereunder as amended from time to

time. The Allottee shall keep the Firm fully indemnified and harmless in this regard. The Firm accepts no responsibility in this regard.

21. The Allottee shall inform the Firm, in writing, any change in the mailing address mentioned in this Allotment Letter, failing which all demands, notices etc. by the Firm shall be mailed to the address given in this Allotment Letter and deemed to have been received by the Allottee. In case of joint allottees, all communications shall be sent to the first named Allottee in this Allotment Letter which shall for all purposes be considered as service on all the allottee's and no separate communication will be necessary to the other named allottee(s).
22. The Firm may, in its sole discretion, appropriate towards the sale price of the Said Plot, the amounts received from the Allottee in any head/account and the appropriation so made shall not be questioned by the Allottee. The Conveyance Deed shall, however, be executed only after the outstanding amounts under all the heads are paid in full.
23. The allotment will be valid only upon the Firm signing this Allotment Letter through its Authorised Signatory after the copies duly signed by the Allottee are received by the Firm. This Allotment Letter shall be deemed to have been signed in Hyderabad even if the Allottee has prior thereto signed this Allotment Letter at any place(s) other than Hyderabad.
24. The Allottee shall bear and pay taxes and cesses of all and any kind whatsoever, whether levied or leviable now or in future, on the lands and/or building(s) as the case may be, from the date of Application. So long as each plot is not separately assessed for such taxes for the land and/or building(s) the same shall be paid by the Allottee in proportion to the area of the Said Plot. Such apportionment shall be made by the Firm or any other agency as the case may be and the same shall be conclusive, final and binding upon the Allottee.
25. Unless a sale/conveyance deed is executed in favour of the Allottee, the Firm shall continue to be the owner of the Said Plot and shall have the exclusive possession of the Said Colony. This Allotment Letter does not give any right, title or interest in the Said Plot to the Allottee. This Allotment Letter is simply an allotment letter and not an agreement to sell.
26. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Plot shall equally be applicable to and enforceable against any and all future buyers/assignees of the Said Plot, as the said obligations go along with the Said Plot for all intents and purposes, subject to the provisions mentioned in clause -17, 11(d) hereinabove.
27. The Allottee and the persons to whom the Said Plot maybe transferred, assigned or given possession shall execute, acknowledge and deliver to the Firm such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Firm may reasonably request in order to effectuate the provisions of this Allotment Letter or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Sole/First Allottee

Second Allottee

28. The Firm shall have the first lien and charge on the Said Plot for all its dues and other sums payable by the Allottee to the Firm.
29. The Firm shall have the right to join as an affected party in any appropriate court if the Firm's rights under this Allotment Letter are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint in which the Allottee is a party. The Allottee shall keep the Firm fully informed at all times in this regard.
30. The Allottee agrees that the Firm shall have the right to transfer ownership of the Said Colony in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale /disposal or any other arrangement as may be decided by the Firm without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objection in this regard.
31. The allotment of the Said Plot is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the Firm 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 Firm's ability to perform obligations under this Allotment Letter, which shall include but not be limited to:
- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
 - (c) strikes or lock outs, industrial dispute;
 - (d) 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;
 - (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Allotment Letter.
 - (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Colony or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
 - (h) any event or circumstances analogous to the foregoing.

If the possession of the Said Plot is delayed due to Force Majeure conditions, then the Firm shall be entitled to extension of time for delivery of possession of the Said Plot. The Firm during the continuance of the Force Majeure, reserves the right to alter or vary the terms

and conditions of this Allotment Letter or if the circumstances so warrant, the Firm may also suspend the development of the project for such period as is considered expedient, the Allottee agrees and consents that the Allottee shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

The Allottee agrees and understands that if the Force Majeure condition continues for a long period, then the Firm alone in its own judgment and discretion, may terminate this Allotment Letter and in such case the only liability of the Firm shall be to refund the amounts without any interest or compensation whatsoever. The Allottee agrees that the Allottee shall have no right or claim of any nature whatsoever and the Firm shall be released and discharged of all its obligations and liabilities under this Allotment Letter.

32. The terms and conditions as set out in this Allotment Letter shall supersede the terms and conditions as set out in the Application.
33. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the rights thereof to enforce each and every provision.
34. The rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.
35. In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Said Plot for the Allottee, in that event the Firm makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Firm. Further the Allottee shall indemnify and hold the Firm free and harmless from and against any or all liabilities and expenses in this connection.

However, if the Firm has paid commission to a broker on behalf of the Allottee, then the Firm shall retain the amount of brokerage as part of Non Refundable Amounts in the case of cancellation of allotment or otherwise.

36. This Allotment Letter constitutes the entire terms of allotment of the Said Plot and the understanding between the parties and revokes and supersedes all previous understandings, allotment letters, applications, documents, etc. between the parties whether oral, written or implied and variation in any of the terms hereof, except under the signature of the authorised signatory of the Firm, shall not be binding on the Firm.
37. That in case there are Joint Allottee(s), all communications shall be sent by the Firm to the Allottee(s) whose name appears first and at the address given by him/ them which shall for all purposes be considered as service on all the Allottee and no separate communication will be necessary to the other named Allottee and the Allottee have agreed to this condition of the Firm.

Sole/First Allottee

Second Allottee

38. That two copies of the Allotment letter shall be executed and the Firm shall retain the original and a copy of this allotment letter shall be sent to the Allottee for his/ their reference and records.
39. That for all intents and purposes and for the purpose of the terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Allotment Letter shall carry the same meaning and purpose as the word 'Allottee' so far as the context may permit.
40. The Allottee agrees and understands that terms and conditions of the Allotment Letter may be modified/amended by the Firm in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Allottee(s).

The Firm further reserves the right to correct, modify, amend or change all the annexures attached to this Allotment Letter and also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Said Plot.

All or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Hyderabad by a sole arbitrator who shall be appointed by the Firm. The Allottee shall have no objection to such appointment by the Firm or have any doubts about the impartiality of the sole arbitrator, appointed by the Firm. The Courts at Hyderabad alone and the Andhra Pradesh High Court at Hyderabad alone shall have the jurisdiction in all matters arising out of/ touching and/or concerning this Allotment Letter.

Thanking you,

Yours faithfully,

For DLF Gayatri Developers

(Authorised Signatory)

ACCEPTANCE BY ALLOTTEE(S)

The Allottee hereby accepts all the terms and conditions of this Allotment Letter.

The Allottee hereby confirms and represents that the Allottee has applied for the Said Plot with the full knowledge that the demarcation and zoning plans for the Said Plot /Said Colony are not yet sanctioned by the competent authority and that the presently approved layout plan may further be changed and substituted by other layout plan(s) as and when sanctioned/approved by the competent authority in which event the number of the Said Plot, its location, size, etc. may change and be substituted by a new number, location, size etc; to which the Allottee has confirmed that the Allottee shall have no objection. The Allottee agrees to abide by the terms and conditions of this Allotment Letter including those relating to payment of Total Price, Government charges including but not limited to External Development Charges, Infrastructure Development Charges/Infrastructure Augmentation Charges and other charges, Taxes and Cesses, forfeiture of Earnest Money, etc. as laid down herein.

The Allottee confirms that the Allottee has satisfied himself about the competence of the Firm to allot the Said Plot, seen relevant documents, title deeds, licence(s), approved layout plan etc., and has also familiarized himself with the dimensions and other details of the Said Plot and also understood all limitations and obligations of the Firm and the Allottee in respect thereof and the Allottee has confirmed that his investigations are complete in all respects.

The Allottee has further represented and confirmed that the Allottee has examined/considered all other similar property options available with other builders/developers in the region in particular Nandigama, A.P and also elsewhere and that the Allottee has found the Said Plot to be of his choice and requirement for residential purpose and that the Allottee has considered all the legal terms set out in this Allotment Letter and consulted their Counsel and the Firm about the legal implications and that the Allottee has no reservation about the terms and conditions set out in this Allotment Letter and accordingly the Allottee has now expressed his desire to enter into this Allotment Letter.

The Allottee understands that the Total Price payable by the Allottee for the Said Plot on the basis of the area of the Said Plot only. The Allottee confirms and represents that he has not made any payment to the Firm, nor the Firm has indicated / promised / represented / given any impression of any kind in any explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Plot/ Said Colony(other than those specifically earmarked as common areas and facilities for common use of the occupants within the Said Colony).

The Allottee undertakes that the Allottee shall pay from time to time and at all times, the amounts which the Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of this Allotment Letter and to keep the Firm and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Firm may suffer as a result of non-payment, non-observance or non performance of the said covenants and conditions by the Allottee.

Sole/First Allottee

Second Allottee

The Allottee has full knowledge and understanding of this Allotment Letter and all the laws and notifications and rules applicable to the Said Colony, including terms and conditions of the layout plan approved by the HMDA, for setting up the Said Colony and the undertakings given by the Firm to HMDA, in this regard and that the Allottee has familiarised himself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the Firm.

The Allottee confirms that he has satisfied himself about the competency of the Firm to undertake the development, marketing and sale of plots in the Said Colony and that he has fully understood all limitations and obligations in respect of it and there shall not be any further investigation or objection by the Allottee in this behalf.

The Allottee understands that the Firm, relying on these specific undertakings of the Allottee has agreed to allot the Said Plot and the Allottee confirms that these undertakings shall survive throughout the ownership of the Said Plot by the Allottee, Allottee's legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc., and accordingly the Allottee agrees and undertakes to incorporate these conditions in the sale deed with the subsequent transferees.

AGREED AND ACCEPTED BY THE ALLOTTEE

(ALLOTTEE)

WITNESSES:

- 1. Signature : _____
Name : _____
Address : _____
- 2. Signature : _____
Name : _____
Address : _____

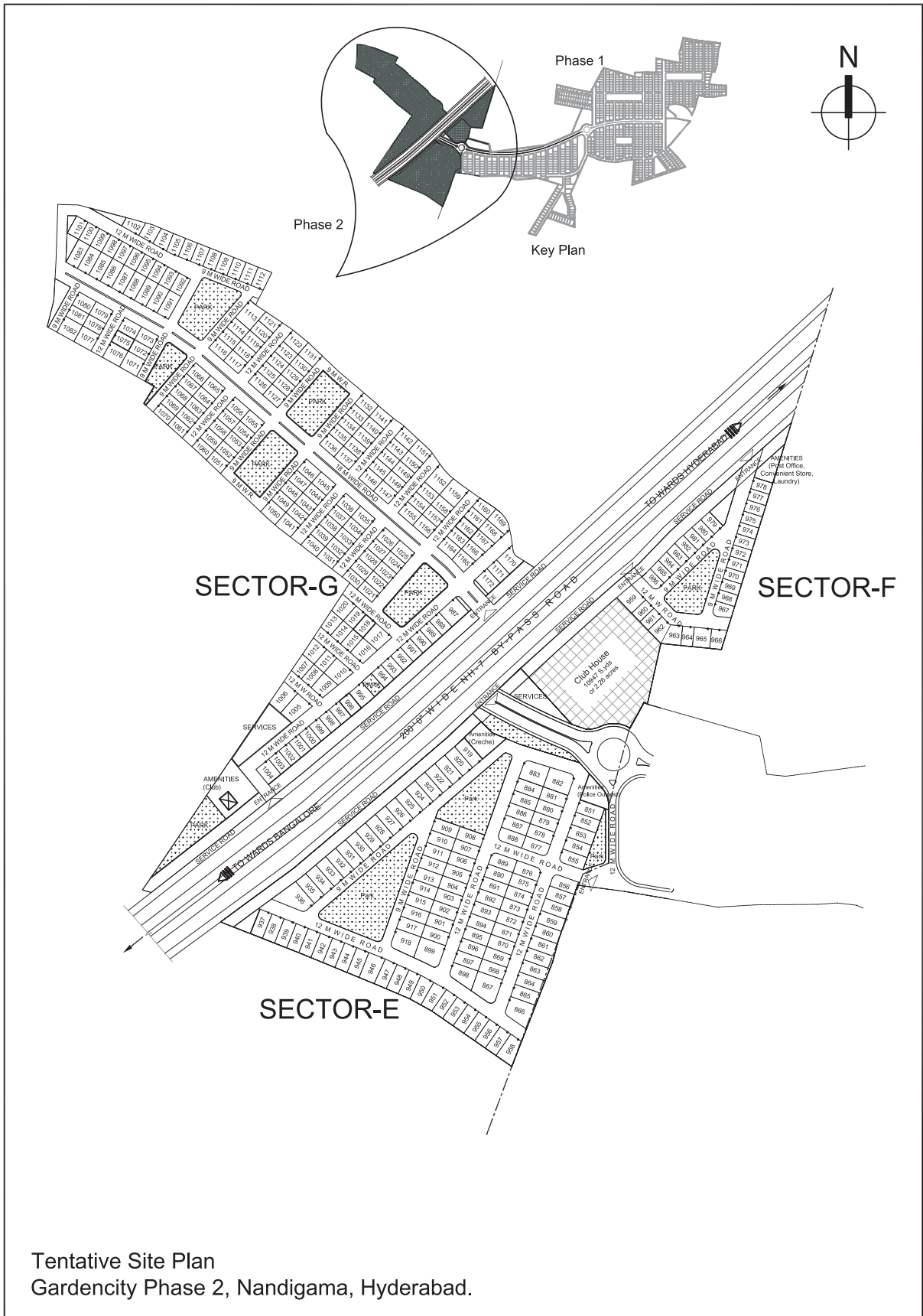
ANNEXURES

- 1. ANNEXURE I: LAYOUT PLAN OF THE SAID COLONY
- 2. ANNEXURE II: PAYMENT PLAN

Sole/First Allottee

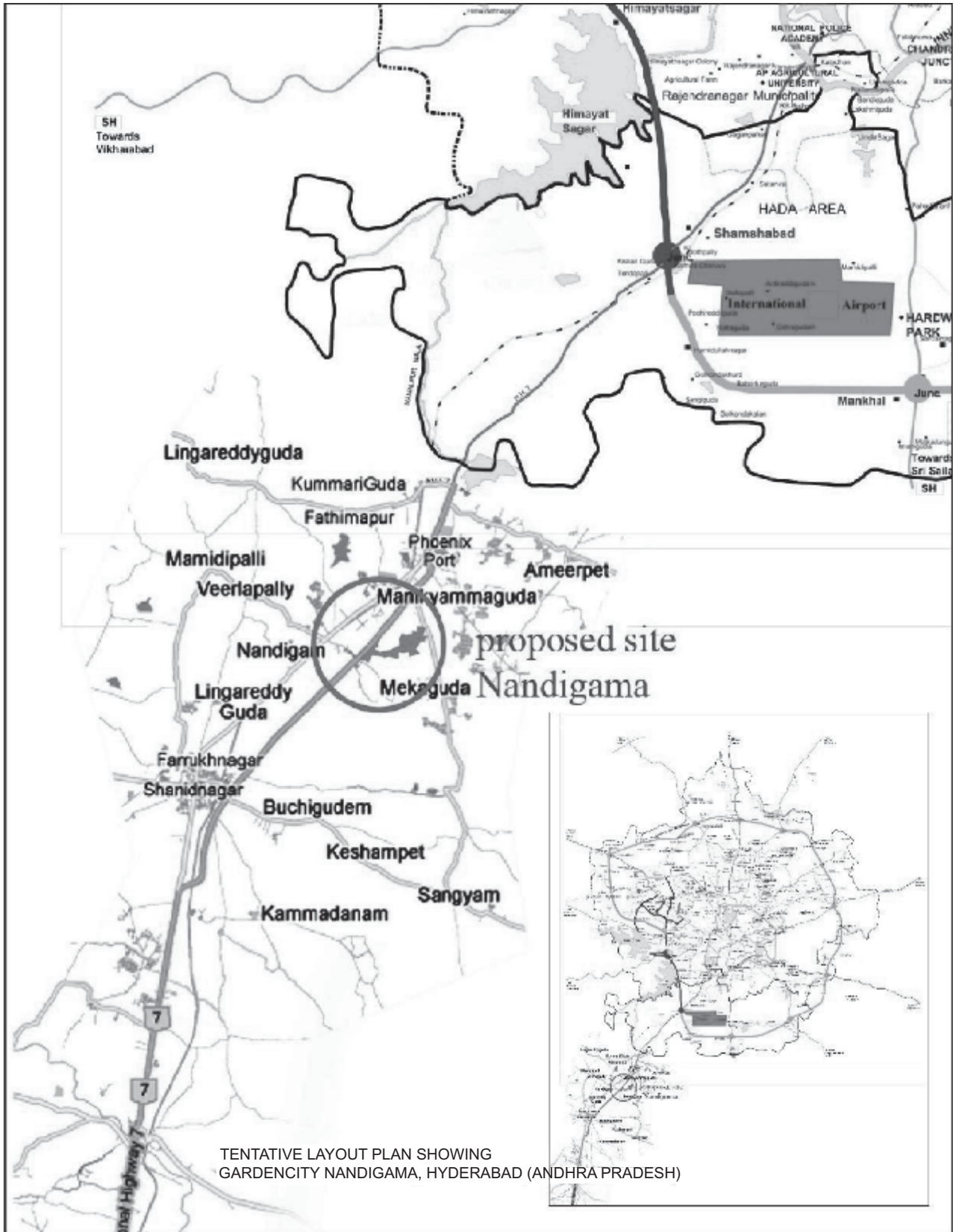
Second Allottee

Annexure I Tentative Layout Plan



Tentative Site Plan
Gardencity Phase 2, Nandigama, Hyderabad.

Annexure IA
Tentative Location Map



Annexure II
Gardencity, Hyderabad, Nandigama
Payment Plan



Annexure II
Gardencity, Hyderabad, Nandigama
Payment Plan



