


HTLA/K  
Staff

32522454772

SANJAY KUMAR SHARAN

## POST SANCTION INSPECTION SHEET (BUILDERS/PROPERTY VISIT)

Branch/RACC Name	औद्योगिक वित्त शाखा, नई दिल्ली Indl. Finance Branch, New Delhi		
SITE LOCATION	OMAXE कूट संख्या Code No. 9601 PALM GREENS, Greater Noida		
CONTACT DETAILS OF APPLICANT/BUILDER	Builder contact: 011-41896776 Customer: SH. SANJAY KUMAR SHARAN Mob: 7718840220 P.F. 3196852		
S.NO.	PARTICULARS	OBSERVING OF VISITING OFFICER	
1.	DATE OF VISIT	27.01.2023	
2.	NAME OF THE APPLICANT MOBIL NO.	SH. SANJAY KUMAR SHARAN (DGM) Mob: 7718840220	
3.	ACCOUNT NO.	U3 2522454772 ii) 34358151304 iii) 34358167358	
4.	APPLICATION RECEIVED DATE	05/09/2012	
5.	BUILDERS NAME (IF ANY) MOBILE NO.	OMAXE PALM GREENS, Greater Noida 011-41893100, 41896766 4189680-85	
6.	NAME /DESIGATION OF THE PERSON CONTACTED.	Sales Office at OMAXE PALM GREENS.	
7.	Visit to the property (Should be made independently and with a surprise element)	Yes On	Yes.
A	Whether the property could be located based on the document	YES SECTOR-MU, Greater NOIDA,	
B.	Landmark for identification of property	FLAT NO. 1104, CHOCOLATE PALM C-TOWER in OMAXE PALM GREENS, Sector MU	
C.	Comments of accessibility/approachability	Select from the drop down menu All modes of transport.	
D.	Comments on the Locality	Select from Drop down menu. Upper middle class.	
E	Comments on the area	Select from the drop down menu Residential	
F	Feedback from the neighbours about the ownership of property, information on any dispute/pending litigation on the property and name of the person contacted.	The property is in possession w.e.f 01.11.2017, But registry of the property has not been done as per surcurrent visit dt. 27.01.2023	
G.	Whether the house is kept in good tenable condions?	Yes	
H	a) Whether the property is rented out	NO.	
	b) If so, for how long it is rented out?	NA	
	c) Name of the tenant	-	
	d) And Monthly Rentals.	-	
Any other Obversation:	Project has been completed, most of the flat owners have taken possession and registry of their properties have been completed but this flat's registry has not been done till date. The borrower has been informed contacted in this regard.		
Visited site at:	5:10 PM on 27/01/2023		
Place	New Delhi	 Signature.	
Date:	27/01/2023		

**OMAXE PALM GREEN SEC. MU, GREATER NOIDA**

**LETTER FOR FIT-OUT POSSESSION**

Date: 01-11-17

I/We Sanjay Kumar Sharma  
S/D/W of late Gopal Sharma  
R/o B-2/11C, Harbor Heights, Colaba, Mumbai  
and Mrs. Rekha Sharma  
S/D/W of Sanjay Kumar Sharma  
R/o

Adopted (s) of Flat No. 1104 in Chocolate Palm Tower at 41<sup>st</sup> Floor in  
Group Housing Complex "Omaxe Palm Green" do hereby take the possession of aforesaid  
Flat for Fit out purpose along with all fixtures and fittings, C.P. Fittings, Sanitary-wares etc.  
(as per specifications) and take over keys of the Flat from M/s. Omaxe Buildhome Pvt. Ltd.  
I/ we have verified the fixtures and fittings (as per specifications) provided/ installed by the  
Company and hereby take over the possession of the same. The list of keys, bathroom/  
kitchen fittings and fixtures is annexed herewith as **Annexure-A (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)**. The said flat  
shall remain under my/our exclusive possession for Fit out purpose.

Thanking you,

Possession taken over by

Signature: [Signature]

Name: Sanjay Kumar Sharma

Address: B-2/11C, Harbor Heights,  
Colaba, Mumbai

Mobile No.: 7718842220

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

1. (3) showers in the  
three bathroom  
to be fitted

2. Kitchen has water  
flowing issue. One  
key is being left  
with plumber to  
fix it. After fixing  
it, the key to  
be handed over  
to Anil Rajiv Singh  
of Flat no. 1101.  
Sharma



[Signature]  
01/11/2017  
Please contact mallik



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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SANJAY KUMAR SHARAN  
GOPAL SHARAN

01/08/1965  
Permanent Account Number  
AIRPS5433N

Signature

भारत सरकार

210807

Sanjay

मूल प्रति से सत्यापित/Verified with Original

कृते प्रबन्धक (मा.सं.) K9733  
पी.एफ. सं. ....  
भारतीय स्टेट बैंक, औ. वि. शाखा, नई दिल्ली

भारतीय रिजिस्ट्रार जनरल

Unique Identification Authority of India

Issue Date: 06/03/2011



संजय कुमार शर्मा  
Sanjay Kumar Sharma  
जन्म तिथि / DOB: 01/03/1965  
पुरुष / MALE

7643 2887 1097

मेरा आधार, मेरी पहचान

भारतीय रिजिस्ट्रार जनरल

Unique Identification Authority of India

Print Date: 29/03/2017

पता: एस/ओ लैट गोपाल शर्मा, एरर 478 सेकंड  
फ्लोर, ग्रेटर कैलाश - 1, नई दिल्ली, ग्रेटर  
कैलाश, साउथ दिल्ली, दिल्ली, 110048  
Address: S/O Late Gopal Sharma, S-478  
SECOND FLOOR, GREATER KAILASH - 1,  
NEW DELHI, Greater Kailash, South Delhi,  
Delhi, 110048



7643 2887 1097

1947 help@uidai.gov.in www.uidai.gov.in

मूल प्रति से सत्यापित / Verified with Original

K9733  
कृते प्रबन्धक (मा.स.)  
पी.एफ. सं.  
भारतीय स्टेट बैंक, ओ. वि. शाखा, नई दिल्ली

Sharma

# **RAKESH SINHA** Advocate

Ref No: SRP/III/STDB/OMAX/E/24

Date: 14<sup>th</sup> February, 2012

To,  
State Bank of India,  
Home Loan Sales Team,  
110, SBI Building,  
11, Parliament Street,  
New Delhi.

## **TITLE INVESTIGATION REPORT (TIR)**

1.	Name of the Branch / R/I seeking opinion	Home Loan Sales Team, 110, SBI Building, 11, Parliament Street, New Delhi
2.	Reference No. and date of letter under the cover of which the documents rendered for scrutiny are forwarded	
3.	Name of the unit / concern / company / person altering the properties) as security	Purchaser of Flat/Apartment
4.	Constitution of the unit / concern / person body / authority offering the property for creation of charges	Individual
5.	Name of the under what capacity is security offered whether as joint applicant or borrower or as guarantor etc	Individual Flat Buyer
6.	Particulars of the document scrutinized	i) Certified Copy of Lease Deed No 3965 dated 26 <sup>th</sup> March, 2007 ii) Copy of Possession Certificate bearing Letter No 3145 dated 26 <sup>th</sup> March, 2007 iii) Copy of NOC Letter No. 5032/NOC-215/07 dated 29 <sup>th</sup> March, 2007 issued by Uttar Pradesh Pollution Control Board iv) Copy of NOC Letter No. 2007/62/351-53 dated 5 <sup>th</sup> April, 2007 issued by Airpoll
7.	Serially and chronologically	

Office: A-339 Lower Ground Floor, Defence Colony, New Delhi, Phone: +91-11-24132738  
Tellex: +91-11-45070434 Mobile No: +91-98111-98083



b.		Authority of India i) Copy of permission to mortgage Letter No. 826 dated 29 <sup>th</sup> December, 2007 in favour of Punjab National Bank. ii) Copy of Letter dated 9/02/2008 from Punjab National Bank acknowledging custody of title deeds iii) Copy of Letter No 459 dated 20/03/2008 issued by the State Level Environment Impact Assessment Authority, IIP iv) Copy of Surrender Deed No 17818 dated 12 <sup>th</sup> July, 2010 v) Copy of Building Sanction Letter No 8892 dated 23/09/2010 vi) Copy of permission to mortgage letter No 103 dated 19/01/2011 in favour of United Bank of India
7.	Nature of documents verified and as to whether they are originals or certified copies of registration extracts duly certified  Note: Only originals or certified extracts from the registering land revenue office be examined	Certified copies of Lease Deed and Photocopies of other documents
7.	Complete or full description of the immovable property (less offered as security for creation of mortgage whether equitable registered mortgage	Land admeasuring 93057.08 square meter situated at Plot GH-02A, Sector-MII, in the Greater Noida District Gautam Budh Nagar, Uttar Pradesh
I.	Survey No	N/A
II.	Door No (in case of House Property)	Plot No GH-02A, Sector MII
III.	Extent / area including plinth / built up area	93057.08 square meters
IV.	Location like name of the place,	Plot GH-02A, Sector-MII, in the Greater





7.	Flow of titles tracing out the title of the intended mortgagor and his / his predecessors in interest from the Mother Deed to the latest title deed and wherever minor's interest or other clog on title is involved, for a further period depending on the need for clearance sheets may be used	As stated in Annexure-1
8.	Flow of titles tracing out the title of the intended mortgagor and his / his predecessors in interest from the Mother Deed to the latest title deed and wherever minor's interest or other clog on title is involved, for a further period depending on the need for clearance sheets may be used	As stated in Annexure-1
9.	Nature of title of the intended mortgagor over the property whether full ownership rights / leasehold rights occupancy / possessory rights or holder or Government Grantee / allottee etc	Intending Mortgagor will acquire leasehold ownership rights on purchase of flat/apartment from the Builder i.e. M/s. Omaxe Buildhome Private Limited.
10.	Encumbrances, attachments, and of claims whether of Government, Central or State or other local authorities or third party, if yes, give the details thereof	Mortgaged with Punjab National Bank and United Bank of India
11.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid what remedy,	NA
12.	Details of RTC extracts / Mutation extracts / Katta Extracts pertaining to the property in question	NA
13.	Any bar / restriction for creation of mortgage under any local or special laws, encumbrances details of property, resolution of documents, payment of proper stamp duty etc	Mortgaged with Punjab National Bank and United Bank of India
14.	In case of absence of original title deeds, details of legal and other	a) ORIGINAL Allotment Letter;



15.	The specific persons who are required to create mortgage / to deposit documents creating mortgage	<p>b) ORIGINAL NOC/ Relinquishment of charge letter from Punjab National Bank;</p> <p>c) ORIGINAL NOC/ Relinquishment of charge letter from United Bank of India;</p> <p>e) ORIGINAL Flat Buyer Agreement executed by M/s. Omaxe Buildhome Private Limited with the Individual Flat Buyer.</p> <p>d) ORIGINAL Tripartite Agreement executed by the Flat Buyer, M/s. Omaxe Buildhome Private Limited and State Bank of India.</p> <p>e) ORIGINAL permission to mortgage and No-Objection Letter from M/s. Omaxe Buildhome Private Limited</p> <p>f) ORIGINAL Lease Deed to be executed by M/s. Omaxe Buildhome Private Limited in favour of the Individual Flat Buyer.</p> <p>g) Possession Letter</p> <p>h) Affidavit of the Individual Flat Buyer.</p> <p>Individual Flat Buyer of M/s. Omaxe Buildhome Private Limited having its registered office at 10, Local Shopping centre, Kalkaji, New Delhi - 110019</p>
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ANNEXURE - I

**FLOW OF TITLE**

The Land admeasuring 202351.96 square meters at Plot No. GH-02, Sector Mu, Greater Noida was allotted by Greater Noida Industrial Development Authority to M/s. Omaxe Buildhome Private Limited on 25.09.2006

Greater Noida Industrial Development Authority executed a lease in favour of M/s. Omaxe Buildhome Private Limited for land admeasuring 202351.96 square meters at Plot No. GH-02, Sector Mu, Greater Noida vide Lease Deed No. 3965 registered in Book I, Volume No. 1917 on pages 223 to 252 on 26.3.2007

M/s. Omaxe Buildhome Private Limited surrendered land admeasuring 109295.55 square meters to the Greater Noida Industrial Development Authority vide Surrender Deed No. 17818 registered in Book I, Volume No. 7053 on pages 285 to 296 on 12.07.2010



**CERTIFICATE OF TITLE**

I have seen (Copy of Title Deed along with other documents intended to be deposited relating to the schedule property/ies and offered as security by way of Registered/Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered / Equitable Mortgage and I further certify that:

1. I have examined the documents in detail, taking into account all the guidelines in the checklist vide Annexure - "C" and the other relevant factors.
2. Following scrutiny of land Records/Revenue Records and relative Title Deeds I hereby certify that the genuineness of the Title Deeds Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
3. In case of second/subsequent charge in favour of Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagee and the Bank
4. The Mortgage if created will be available to the Bank for the liability of the intending Borrower i.e. prospective Flat Buyer of Flat constructed and developed on land bearing Plot No. GH-02A, Sector MU, Greater Noida, District Gautam Budh Nagar, developed by M/s Omaxe Buildhome Private Limited having its registered office at 10, Local Shopping centre, Kalkaji, New Delhi - 110019
5. I certify that intending Borrower/Prospective Flat Buyer will be the owner of the schedule property/ies and will have absolute, clear, legal and valid marketable title over the schedule property/ies on and after execution and registration of Lease Deed in his/her/favour by M/s Omaxe Buildhome Private Limited. I further certify that a valid mortgage can be created and the said Mortgage would be enforceable
6. In case of creation of Mortgage by Depositing of title deeds, I certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage
  - a) ORIGINAL Allotment Letter.



- There are no legal impediments for creating of the mortgage under any applicable law/rules in force if internally Borrower deposited the above said documents with the bank.

SCHEDULE OF THE PROPERTY

FLAT AT LAND ADJACENT TO 995708 SQUARE METER SITUATED AT PLOT GH-02A, SECTOR-401, IN THE GREATER NOIDA, DISTRICT GAUTAM BUDDH NAGAR, UTTAR PRADESH

Place : New Delhi  
Dated : 14<sup>th</sup> January, 2012

**Kakesh Sinha**  
**Advocate**

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**ALLOTMENT LETTER FOR RESIDENTIAL APARTMENT IN "OMAXE  
PALM GREENS" – SECTOR- MU, GREATER NOIDA (U.P.)**

Dated: 06/08/2012

To,

1. MR. SANJAY KUMAR SHARAN  
S/O LATE SH. GOPAL SHARAN  
R/O A-2, FIRST FLOOR, NEW RAJENDER NAGAR, NEW DELHI 110060
2. MRS. REKHA SHARAN  
W/O MR. SANJAY KUMAR SHARAN  
R/O A-2, FIRST FLOOR, NEW RAJENDER NAGAR, NEW DELHI 110060

**Sub:** Allotment Letter for Residential Apartment in "Omaxe Palm Greens" at Sector- MU, Greater Noida (U.P.)

Dear Sir/ Madam,

This has reference to your application submitted to M/s Omaxe Buildhome Pvt. Ltd. (hereinafter referred to as the "Company") for allotment of a Residential Flat/ Dwelling Unit in "Omaxe Palm Greens", Greater Noida (hereinafter referred to as said "Project") to be developed under sq. mts. (more or less at site) situated at Sector-MU, Greater Noida, District Gautam Group Housing Scheme on a portion of plot of land bearing No. GH-02 admeasuring approx. 93057.08 Buddha Nagar (U.P.) (hereinafter referred to as the said "Land") allotted to the Company by Greater Noida Industrial Development Authority

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory



*[Signature]*  
Allottee(s)

Rekha Sharan  
Allottee(s)



(GNIDA), 169, Chitvan Estate, Sector Gamma, Greater Noida (U.P.) on leasehold basis for a period of 90 years commencing from the date of execution of Lease Deed."

In response to your application, the Company hereby provisionally allots to you (hereinafter you shall be referred to as the "Allottee") a Residential Apartment more particularly described in Annexure- A annexed hereto (herein after referred to as "said Unit") in the said Project proposed to be developed/ constructed on the said Land on lease hold basis. The allotment is subject to terms and conditions contained herein below:

1. The Allottee agrees that he has applied for allotment of said Unit with full knowledge of all the laws/ notifications and rules applicable to the area in general and the arrangement pertaining to the said Project named as "**OMAXE PALM GREENS**" in particular which have been explained by the Company and understood by him. The Allottee agrees that the firm allotment shall be made and confirmed upon execution of formal Buyer's Agreement on Company's standard format containing the terms and conditions contained herein by and between the parties.
2. The Allottee has seen the relevant documents/ papers pertaining to the said Project and is fully satisfied that the title of the Company to the said Land is marketable and that the Company has right and authority to develop and construct the said Project on the said Land and to sell specific Units thereat to any party(s).
3. The Allottee confirms that he has also seen and understood the tentative plans, designs, and specifications of the said Unit/ Project and agrees to the same. He also agrees that the Company may make such variations, additions, alterations etc. therein as it may, in its sole discretion; consider proper for the said Project or as may be required by the said Authority or any other authority(ies), Govt. agencies or the Architect of the Project. The necessary changes/ alterations may involve change in position, location, orientation, number, dimensions, area, etc. of the said Unit.
4. The Allottee agrees that he shall pay the price of the said Unit and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises/ Flats which form integral part of said Unit and Common areas shall mean all such parts/ areas in the entire said Project which the Allottee shall use by sharing with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc., if provided.

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory



*[Signature]*  
Allottee(s)

*[Signature]*  
Allottee(s)



5. It is clarified by the Company and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the charges for external electrification, power backup, electricity meter connection, interest free maintenance Security, fire fighting equipment, club membership, lease rent, etc. and other administrative charges and expenses, which shall be payable by the Allottee(s) in addition to the price of the said Unit. The Allottee(s) shall pay the amount on demand, to the Company as may be determined at the time of providing necessary connections from the main line laid along the road servicing the Unit or as the case may be. Further it is agreed by the Allottee that the lease rent received/ receivable from the Allottee represent the amount payable for the lease rent to the competent authority as per lease deed dated 26.03.2007.
6. It is understood and agreed by the Allottee that the super area given in this Allotment Letter is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Project. The final size, location, number, boundaries etc. shall be confirmed on completion of the Project. In case of increase in the Built-up area of the said Unit, the Allottee(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/ adjusted (as the case may be) by the Company to the Allottee(s) alongwith interest @ 10% p.a.
7. The Allottee specifically agrees to pay directly or if paid by the Company then reimburse to the Company on demand, Lease Rent, Government rates, property tax, wealth tax, service tax, other taxes and cess of all and any kind by whatever name called levied or leviable in future on the said Unit/ said Land and/or on Project constructed on the said Land, as the case may be, as assessable/ applicable from the date of allotment of the said Unit to the Allottee and the same shall be borne and paid by the Allottee in proportion to the Super Area of the said Unit to the super area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said Flat and the Company shall have the first charge/ lien on the said Flat for recovery of such charges from the Allottee.
8. The Allottee undertakes to pay additionally to the Company, on demand the External Development Charges (EDC) and Infrastructural Development Charges (IDC) levied, by whatever name called or in whatever form and with all such conditions imposed, by the Uttar Pradesh Government and/or any competent authority(ies); and any increase thereof, and such EDC and IDC or increase thereof shall be borne and paid by the Allottee in proportion to the super area of his Unit to the total super area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the sub-lease deed has been executed then

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory



*[Signature]*  
Allottee(s)

*[Signature]*  
Allottee(s)



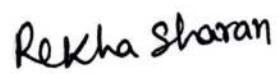
such charges shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee.

9. It shall be an essential condition of this allotment that the use of the said Unit shall always be for residential purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of Allotment, entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Unit allotted to him.
10. Subject to other clauses herein, the Company has allotted to the Allottee the Residential Flat as per the Annexure – A annexed to this Allotment Letter in the said Project as per plans and specifications inspected, seen and agreed by the Allottee for a basic sale price, additional charges and preferential location charges as described in Annexure – B annexed to this Allotment Letter in respect to the said Unit.
11. The basic sale price, additional charges and preferential location charges shall be paid by the Allottee to the Company as per the payment plan opted by the Allottee in Annexure-B.
12. The Basic Sale Price of the said Unit is firm, save and except increases, which the Allottee hereby agrees to pay due to any exorbitant increase in the cost of construction material or charges, increase in super area, increase in charges, Lease Rent, External Development Charges, Infrastructural Development Charges, Government rates, taxes, cesses etc. and/ or any other charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ said Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee in proportion to the super area of his Unit to the total super area of all the Units in the said project as and when demanded by the Company.
13. The Allottee hereby agrees to pay preferential location charges for preferential location as described in this Allotment Letter and in a manner and within the time as stated in the Payment plan. However, the Allottee has specifically agreed that if due to any change in the layout/ building plan, the said Unit ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the Allottee and such amount shall be adjusted in the last installment as stated in the Payment plan. If due to any change in the layout/ building plan, the said Unit becomes preferentially located, then the Allottee shall be liable and agrees to pay the preferential location charges, as and when demanded by the Company.

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory

  
Allottee(s)

  
Rekha Shoran  
Allottee(s)

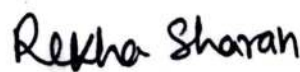


14. The Allottee shall also be entitled to use only the generally common areas and facilities within the said Land which may be outside the land underneath the said Project Building earmarked as generally commonly used areas & facilities by all the occupants/ users on the said plot of land. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective occupants for their use. It is further made clear to the Allottee that the Allottee shall have no right, title or interest in other unsold open/ covered car parking spaces, if any, and the same shall be dealt with by the Company at its own discretion as it may deem fit.
15. The Allottee agrees that the reserved covered parking space(s) allotted to him for exclusive use shall be understood to be together with the said Unit as its integral part and the same shall not have independent legal entity detached from the said Unit. The Allottee undertakes not to sell/ transfer/ deal with the reserved covered parking space independent of the said Unit. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Land. The Allottee agrees that all such reserved car parking spaces allotted to the occupants of the said Project shall not form part of common areas and facilities of the said Unit. The Allottee agrees and confirms that the reserved covered parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the said Unit under any of the provisions of this Allotment Letter.
16. The structure of the said Project Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the Allottee's and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee at his/her own cost. The cost of insuring the Project Building structure shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Project Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.
17. That the Allottee(s) hereby agrees to become member of the state of the art in-house Club on payment of non-transferable membership fees, as may be applicable. The Club shall be managed by the Company and/or its nominee after the completion of the construction and other legal formalities to make it operational. The Allottees(s) shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. The Allottee shall be entitled to avail the Club facilities/ services as per the rules and regulations of the Club. It is clarified that the Allottee shall not have any ownership right in the Club, its equipment, buildings & constructions and in the land

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory

  
Allottee(s)

  
Allottee(s)



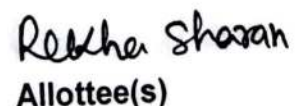
underneath whether its management is done by the Company and/ or its nominee appointed for this purpose.

18. The service areas, if any, as may be located within the said Project, as the case may be, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Project Plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Allotment Letter by the Allottee.
19. The fire fighting equipment, pollution control devices and/ or preventive measures may be installed by the Company in the common area if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on pro-rata basis. Further the Allottee(s) hereby agrees to pay charges for the individual electricity meter connection to his unit to the Company on demand before offer of possession of the said Unit.
20. The Allottee shall make all payments within time in terms of schedule of payments as mentioned above and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of "Omaxe Buildhome Pvt. Ltd." payable at par. The receipt of payment may be issued by the Company in the name of first Allottee (in case the said Unit is allotted to joint Allottee's) irrespective of payment received from any other person.
21. The Allottee may obtain finance from any financial institution/ bank or any other source for purchase of the said Unit, but the Allottee's obligation to purchase the said Unit pursuant to this Allotment Letter shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Allotment Letter. However, if any bank/ financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee shall not make such refusal/ delay an excuse for non-payment of any installments/ dues to the Company within stipulated time as per the payment plan.
22. The Allottee has agreed that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Company shall treat 15% of basic sale consideration as earnest money to ensure fulfillment, by the Allottee, of all the terms and conditions as contained in the Allotment Letter.

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory

  
Allottee(s)

  
Allottee(s)

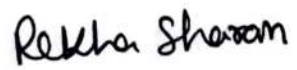


23. Timely payment of installments and other allied charges indicated herein is the essence of this allotment. It shall be incumbent on the Allottee to comply with the terms of payment and the Allottee has agreed that the Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Allottee or if there is any other breach of the terms of this Allotment Letter, then this Allotment may be cancelled.
24. In the event of the failure of the Allottee to perform his obligations or fulfill all the terms and conditions set out in the Allotment Letter, the Allottee hereby authorises the Company to cancel the Allotment of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable. The amount, if any, paid over and above the earnest money shall, however be refunded to the Allottee/ the financial institution as the case may be by the Company without any interest after re-allotment of the said Unit and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 18% p.a. on the amount outstanding upto one month delay from the due date of outstanding and at the rate of 24% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the Allottee(s) in lieu of consensus of the Allottee for timely payment of installments and other allied charges, then the Allottee(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Allottee(s) hereby agree to pay immediately. The Allottee(s) may opt for cancellation only within six months from the date of allotment of the said Unit and in case the allotment of the said Unit is cancelled at the behest of the Allottee(s), then the Allottee(s) hereby authorizes the Company to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Company to the Allottee(s) without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Allotment Letter shall stand cancelled and the Allottee(s) shall be left with no right, title, interest, lien etc. on the said Unit.
25. The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this Allotment Letter. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made thereunder as amended from time

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Allottee(s)

  
Allottee(s)



to time and other applicable laws. The Company accepts no responsibility in this regard.

26. Unless a Sub-lease Deed is executed and registered, the Company shall continue to have all authority over the said Unit and all amounts paid by the Allottee under this Allotment shall merely be a token payment for purchase of the allotted Unit and shall not give him any lien or interest in the said Unit until he has complied with all the terms and conditions of this Allotment Letter and Sub-lease Deed/ Conveyance Deed of the said Unit has been executed and registered in his favour.
27. The Company shall be responsible for providing internal development within the said Project, which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as, trunk water lines, sewer lines, storm water drains, roads, electricity, horticulture are to be provided by the Government or the concerned Local Authority up to the periphery of the Project.
28. This allotment is subject to the terms and conditions of sanction of layout plan issued by Greater Noida Industrial Development Authority (GNIDA) in respect of the said Land/ said Project to the Company and the Allottee accepts and agrees to abide by the same.
29. The Allottee is not entitled to get the name(s) of his nominees(s) substituted in his place. The company may however, in its discretion, permit such substitution (which will not be withheld unreasonably), on such terms and conditions including payment of administrative cost or other costs as it may deem fit. Any change in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose.
30. (a) The Company shall complete the construction of the Unit/ Project within 30 months from the date of signing of this Allotment Letter by the Allottee or within an extended period of six months, subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to various Unit Allottee's making timely payment and subject to any other reasons beyond the control of the Company. No claim by way of damages/ compensation shall lie against the Company, in case, of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the Allottee.
- (b) The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Allotment Letter, if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of

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Allottee(s)

Rekha Sheeran  
Allottee(s)



the Company. Further the Company shall not be held liable for any delay in delivery of possession of the said Unit to the Allottee (s) if the delay is caused due to carrying out any alternate/ additional work demanded by the Allottee(s) in the said Unit at any point of time during construction of the said Unit.

- (c) The Company shall offer in writing to the Allottee to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and the Company shall hand over the said Unit to the Allottee for his occupation and use subject to the Allottee having complied with all the terms and conditions of this Allotment Letter and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Company in this regard. Upon receiving a written intimation from the Company, the Allottee shall within the time stipulated by the Company in the notice offering possession, take over the said Unit from the Company by executing necessary indemnities, undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee of all the dues, permit the Allottee to occupy and use the said Unit.
- (d) If the Allottee fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, then the said Unit shall lie at the risk and cost of the Allottee and the Company shall have no liability or concern thereof. In the event of Allottee's failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Unit or for any other purpose. Further it is agreed by the Allottee that in the event of his failure to take over the said Unit in the manner as aforesaid, the Allottee shall pay to the Company penalty at the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the super area of the said Unit per month for the entire period of such delay and agrees that the Company may withhold conveyance or handing over for occupation and use of the said Unit till the entire penalty with applicable over due interest, if any, at the rates as prescribed in this Allotment Letter are fully paid.
- (e) However, in case of delay in construction of the Unit/ said Project attributable to delay of Company subject to Clause (a) & (b) herein above, the Company would pay to the Allottee a sum of Rs. 5/- (Rupees Five only) per sq. ft. per month for the Super Area for the period of delay.
- (f) If for force majeure reasons, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Allottee's money will be refunded on demand with simple interest at the rate of 6% p.a. from the date of happening of such eventuality after compliance of certain formalities by the Allottee.

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*[Signature]*  
Allottee(s)

*[Signature]*  
Allottee(s)



- (g) In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development/ construction of the said Unit, The Allottee(s) shall remain obliged to make payment to the Company proportionate to the extent of the completion thereof and as may be certified by the Architect of the Company. The decision so made shall be final. However the Allottee(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Company from the Government in respect of the said Unit.
31. (a) The company is authorized to raise loan by creating mortgage of the project land from any financial institution and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated before handing over possession of the said Unit to the Allottee.
- (b) The Allottee shall, after taking possession or deemed possession of the said Unit, as the case may be or at any time thereafter, have no objection to the Company constructing or continuing with the construction of other Project Building(s) adjoining the Unit sold to the Unit Allottee.
32. The Allottee agrees and authorises the Company to make additions to or put up additional structures in/ upon the said project Building or additional Units and/ or structures anywhere in the said Project/ said Land as may be permitted by the competent authorities and such additional Units/ structures shall be the sole property of the Company, which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee. The Allottee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary and drainage sources. The Allottee further agrees and undertakes that he shall after taking possession of the said Unit or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/ blocks outside/ adjacent to the said project Building or inside the said Project/said Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the said Project is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Allotment Letter in cases of breach, non-payment, defaults etc.
33. (a) Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other charges and dues being received) complete the Sub-lease Deed/ Conveyance Deed of the Unit in favour of the Allottee in such manner as may be permissible at the cost and expense of the Allottee and on the terms and conditions of this Allotment except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory



*Sharan*  
Allottee(s)

*Rekha Sharan*  
Allottee(s)



- (b) The stamp duty, registration fee and other charges for execution and registration of this Allotment, Sub-lease Deed/ Conveyance Deed or any other Deed with respect to the said Unit will be payable by the Allottee within the time specified in call notice given by the Company to him.
34. (a) The Allottee shall be entitled to possession of the Unit only after all the amounts payable under this Allotment Letter are paid and the Sub-lease Deed/ Conveyance Deed in respect of the said Unit is executed and duly registered with the Sub-Registrar concerned.
- (b) The Allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any non-compliance of designs, specifications, building material or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Allottee or his representative.
- (c) That the Allottee shall, after taking possession of the said Unit, be solely responsible to maintain the said Unit at his/ her own cost, in a good repairable condition and shall not do or suffer to be done anything in or to the said Project Building, or the said Unit, or the staircases, common passages, corridors, circulation areas or the compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good tenable and proper condition and ensure that the support, shelter etc. of the said Project Building or pertaining to the Project Building in which the said Unit is located, is not in any way damaged or jeopardized. The Allottee's shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the said Project Building. The Allottee shall also not remove any wall, including load bearing wall of the said Unit. The walls shall always remain common between the said Unit and the Unit of other allottee's of adjacent Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the maintenance agency, to enter the said Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
35. The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Project with various Government/ Local Authorities for electric and sewer connection etc

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Authorized Signatory

*[Signature]*  
Allottee(s)

*Rekha Sharan*  
Allottee(s)



36. (a) The roof rights of the unit shall remain with the Company unless allotted to Allottee against consideration. The Allottee shall have no objection if the Company gives on lease or hire any part of the top roof/terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, etc.
- (b) No further construction/ modification is permissible to the Allottee anywhere in the Unit including over the roof/ terrace of the said Unit and the Company or the Maintenance Agency shall always have the unrestricted right of access to the roof top/ terrace of the Building to repair/ renovate/ install any pipe, drains, water tank, electrical fittings, etc. for the common use.
37. The common areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said spaces, sites, until the same are transferred/assigned to any other body or association for maintenance.
38. (a) In order to provide necessary maintenance services after offer of possession of the said Unit to the Allottee(s), the Company may hand over the maintenance of the said Project to any body corporate or an association (hereinafter referred to as "Maintenance Agency") as the Company may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and common lawns, water bodies and other common areas of the Project will be undertaken by the Company or its nominated Maintenance Agency. The Allottee agrees and consents to the said arrangements. The Allottee shall pay maintenance charges, which will be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost.
- (b) The Allottee agrees to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Allottee in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the Allottee or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Allottee hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Allottee hereby authorizes the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on

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Authorized Signatory

*[Signature]*  
Allottee(s)

*[Signature]*  
Allottee(s)



monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Allottee shall pay maintenance charges alongwith interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the Allottee to the enjoyment of common services including electricity, water etc.

- (c) The Allottee agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Allotment Letter. A separate Maintenance Agreement between the Allottee and the Company or its appointed Maintenance Agency will be signed at a later date.
- (d) Subject to Clause (b) stated herein above, in case at any time, the Company hands over the Maintenance Services of the Project to the appointed Maintenance Agency/ the Resident Welfare Association (RWA) of the Project, then the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Allottee to such Maintenance Agency/ Resident Welfare Association (RWA), as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee on account of the same.
- (e) The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit, roof top, terrace, balconies etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment Letter including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. the Allottee hereby authorizes the Company or Maintenance Agency and their representatives, employees etc. to break the locks, doors, windows etc. of the said Unit to enter into the said Unit in order to prevent any further damages/ losses to life/ property in the said or adjoining Units/ Building/ Project.
39. The said Project shall always be known as "**OMAXE PALM GREENS**" and this name shall never be changed by the Unit Allottee's or anybody else.

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory

*[Signature]*  
Allottee(s)

*[Signature]*  
Allottee(s)

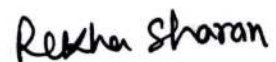


40. The Company shall have the first lien and charge on the said Unit in the event of the Allottee parting with any interest therein for all its dues and/ or that may thereafter become due and payable by the Allottee to the Company under this Allotment.
41. The terms and conditions contained herein shall be binding on the Occupier of the said Unit and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
42. That the Allottee(s) shall not at any time demolish the said Unit or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof which may affect the other Units or common areas.
43. That the Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse anywhere save and except at areas/places specifically earmarked for the purposes in the said Project.
44. It is clearly specified that the visitors/ guests/ relatives/ staff of the Allottee/ occupants of the Units shall park their vehicles outside the Complex or at the space earmarked by the Company to avoid any inconvenience to the Allottees/ Occupants of the other Units.
45. That the Allottee further agrees that he shall not fix/ install the Air Conditioners/ Air Coolers or alike equipment at any place other than the spaces earmarked/ provided for in the said Unit and shall not design or project or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water drips from the said Air Conditioners/ Air Coolers or alike equipment which causes inconvenience to other Allottees/ Occupants in the said Project.
46. Delay or indulgence by the Company in enforcing the terms of this Allotment or any forbearance or giving time to Allottee shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee nor shall the same in any manner prejudice the rights of the Company.
47. That in case the Allottee(s) has availed loan facility for the purchase of the said Unit, he hereby covenants with the Company that after the execution and registration of Sub-lease / Conveyance Deed regarding the said Unit, the original Sub-lease/ Conveyance Deed shall be received by the Company on behalf of the Allottee(s) directly from the office of the concerned Registrar/ Sub-Registrar and shall be deposited with the concerned financier/ banker in accordance with the Banking Rules & Regulations.
48. If any provision of this Allotment shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted

For Omaze Buildhome Pvt. Ltd.

Authorized Signatory

  
Allottee(s)

  
Rekha Sharan  
Allottee(s)



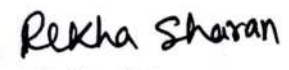
in as far as it may be reasonably consistent with the purpose of this Allotment and to the extent necessary to applicable laws and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. In no circumstances it will render this Allotment void. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment letter, the terms and conditions contained in this Allotment letter shall prevail and shall be binding on both the parties.

49. (a) The Allottee shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of said Unit shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid.
- (b) In case of joint Allottee's, all communication shall be sent by the Company to the Allottee whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
- (c) All letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting/ Regd. AD/ Speed Post/ Courier Service to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Company/ nominee.
50. For all intents and purposes singular shall include plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee is a joint stock company, a firm, any other body corporate or organization or an association.
51. That if at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the Company fully absolved and indemnified in this connection.
52. The terms and conditions contained above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform to Public Policy and/or Fair Trade Practices. That 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.
53. 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

For Omaxe Buildhome Pvt. Ltd.

Authorized Signatory

  
Allottee(s)

  
Rekha Sharan  
Allottee(s)

discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & 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 Delhi/ New Delhi. The Courts at Uttar Pradesh and Delhi alone shall have jurisdiction in all matters arising out of/touching and/or in connection with this Allotment

Thanking you,

For OMAXE BUILDHOME PVT. LTD.

Authorised Signatory  
(Company)



I/We hereby accept the allotment  
on the terms and conditions  
as mentioned hereinabove.

(Signature)  
Allottee(s)

(Rakha Sharan)  
Allottee(s)

Dated: \_\_\_\_\_

**WITNESSES:**

1. Name

SNW/D/of

Address

Dr. Anurag Singh  
Talwadi Rd. Singh  
102, Madhya Apartment  
Mayapuri Phase I  
Delhi

2. Name

SNW/D/of

Address

Mahima Jain  
Mahima Jain  
Sh. Naveen Chand Jain  
34-Hope Circus,  
Nareen Roadmade Alwar - 301001