

METL/BD/2020-21/

Dated:_____

Provisional Allotment Letter

To,

[.]

Subject: Provisional allotment of SCO plot in MET Highway Mart, Sector 7A of licensed industrial colony, Model Economic Township, being developed by Model Economic Township Limited

Sir/ Madam,

1. We acknowledge receipt of your application No. _____ dated _____ (“**Application**”) and thank you for the interest shown in establishing your commercial shop-cum-office (“**SCO**”) unit in the licensed industrial colony by the name and style of Model Economic Township (**MET**), being developed by Model Economic Township Limited (“**METL**” or “**Company**”), over 1000.76875 acres of the land parcels situated in revenue estate of villages Dadri Toe, Bir Dadri, Sondhi, Fatehpur, Yakubpur and Bamnola, Tehsil Badli, District Jhajjar, Haryana (“**Licensed Industrial Colony**”), under License No. 06 of 2012 dated 1st February, 2012, License No. 16 of 2018 dated 23rd February, 2018, License No. 129 of 2019 dated 4th December, 2019 and approval of standard designs of SCOs dated 2nd February, 2021 granted by the Director, Town and Country Planning Department, Govt. of Haryana.
2. This provisional allotment of the plot is done by METL based on your representations given in the application and the undertakings so provided therein by you and subject to your acceptance and the fulfilment of the terms and conditions appearing hereinafter.
3. You acknowledge and affirm that you have clearly understood that the Licenses provide for certain compliances and obligations on METL and agree to abide and comply with all such conditions and obligations of the Licenses that are applicable with respect to the Plot allotted to you by METL.
4. Licensed Industrial Colony is being developed in multiple phases and the plotted commercial development in current phase, under name and style of “**MET Highway Mart**”, comprising of 3.96 acres (“**Project**”) has been duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and Haryana Real Estate (Regulation and Development) Rules, 2017 (“**Rules**”) and regulations made thereunder, as amended from time to time, with Haryana Real Estate Regulatory Authority, Panchkula vide Registration No. _____ dated _____.
5. You understand, acknowledge and admit that during development of all the phases/projects, to be developed over the said industrial colony, common areas, services and facilities will be common for and used by the allottees of all the phases/projects and will be connected with each other over the entire layout plan area.
6. You undertake to submit the required details of the SCO unit to be established on the Plot and establish your SCO unit as per the details submitted by you and shall

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(Sole / First Applicant)

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(Second Applicant)

not deviate from the Purpose (as defined in Clause 9 below) without prior written consent of METL, provided such change of purpose is permissible under the aforesaid licenses.

7. Pursuant to your Application, we are pleased to make provisional allotment of an SCO plot ("**Plot**") having following particulars:

a.	Plot No.	:	_____
	Project	:	MET Highway Mart
	Sector	:	7A
b.	Plot Size	:	_____ square meter
c.	Basic Rate	:	Rs. _____ per square meter
d.	PLC	:	Rs. _____ per square meter
e.	IDC	:	Rs. _____ per square meter
d.	Total Price	:	Rs. _____/- (Rupees _____ only)

8. The Total Price, as stated above, includes (a) conversion and development of the Said Land with zoning of the Plot; (b) construction of storm water drain at battery limits of the Plot; (c) common approach road (including street lighting) from SH-15 A to the entry gate of the Plot; and (d) construction of sewage water drainage system at the battery limit of the Plot.
9. Out of the Total Price, we have received Rs. _____ (Rupees _____ only) as 'Booking Amount' for the above said provisional allotment of the Plot vide cheque/demand draft no. _____ dated _____ drawn on _____ Bank, _____ for setting up a commercial SCO unit for _____ ("**Purpose**"). The Payment Plan for the remaining amount of the Total Price is:

Sr. No.	Installment (% of Total Price)	Timelines (from Date of the Application)	Due dates
1.	Booking Amount – 10%	with Application Form	Received
2.	1 st installment - 15%	Within 3 months	
3.	2 nd installment - 15%	Within 6 months	
4.	3 rd installment - 17.5%	Within 9 months	
5.	4 th installment - 17.5%	Within 12 months	
6.	5 th installment - 17.5%	Within 15 months	
7.	6 th installment - 7.5%	Within 18 months	

10. You acknowledge and affirm that at the time of measurement, there may be slight variation in actual size of the area of the Plot, which shall not vary beyond $\pm 5\%$ (five percent) of the total area of Plot as mentioned in this letter. The actual measurement and demarcation of the Plot will be done at site before the execution of the Sale

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(Sole / First Applicant)

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(Second Applicant)

Deed/ delivery of possession. You agree that the variation, if any, in the Total Price on account of difference in area of the plot shall be adjusted in the final instalment of Total Price or set off against any other amount payable to METL.

11. You shall make the payment of the next installment mentioned above on or before the due date and execute and register the Agreement for Sale (copy of the draft attached), unless otherwise extended by METL in writing for a period not exceeding 30 (thirty) days, and upon payment of interest @ SBI Marginal Cost of Lending Rate (MCLR) + 2% (two per cent) ("**Interest**") per annum for delayed payment. In case SBI MCLR is not in use, it shall be replaced by such benchmark lending rates which SBI may fix from time to time for lending to general public. The interest will be compounded on quarterly basis. METL shall not be required to send any demand notice or reminders to you for payment of due instalment(s) as set out in this provisional allotment letter and you shall make timely payments of the same. You also undertake to make the payment of the balance amount as per the Payment Plan mentioned in this provisional allotment letter. In the event of failure to pay the installment in time, the allotment shall be cancelled and the balance amount after forfeiture of Booking Amount in favour of METL will be refunded by METL within 90 (ninety) days of such cancellation without any interest.
12. You understand that METL will be carrying out extensive development/construction activities in future in the entire industrial colony and you hereby confirm that you shall not raise any objections or make any claims or default in any payments as demanded by METL on account of any inconvenience, which may be suffered by you due to such developmental/ construction activities or incidental/ related activities.
13. You shall abide by all the undertakings given in the Application submitted by you failing which this provisional allotment shall be cancelled.
14. You understand that METL will not allow any third party making payments or remittances to METL on your behalf and if any third party makes direct payment to the bank account of METL, it shall not have any right or claim in this provisional allotment of the Plot.
15. You understand that if you apply for a loan to any bank/financial institution, your liability to pay the instalments and other amounts and charges due and payable to METL is not dependent upon such loan and the same shall continue unabated, irrespective of status of your application for loan and/or if the loan amount is not disbursed in time upon its sanction by the bank/ financial institution.
16. You agree and confirm that METL will endeavour to provide motorable approach road from SH-15 A to the entry gate of the Plot, before the commencement of construction by you and other infrastructure facilities as mentioned above before commencement of commercial operations on the Plot.
17. You authorize METL to adjust/ appropriate all payments made by you under any head(s) of dues against any outstanding from you, including but not limited to, outstanding interest amount, as per terms of this letter/Agreement For Sale, against the Plot, if any, in your name and you undertake not to object/ demand/ direct METL to adjust your payments in any manner other than as decided by METL.
18. The execution and registration of the Agreement For Sale will make this provisional allotment binding and shall constitute the final allotment of the Plot in your favour.

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(Second Applicant)

You further undertake that you shall execute the instrument for transfer of rights, title and interest in the Plot from METL to you in the form, substance and manner as prescribed by METL, before taking over the possession of the Plot within such period as stipulated in the Agreement For Sale and the same shall be registered within the time prescribed in the form, substance and manner as prescribed by METL. The cost of stamp duty and registration charges, as applicable, for all of the instruments executed or signed by you, including but not limited to the stamp duty and registration of the Agreement for Sale and the Sale Deed shall be borne entirely by you.

19. You shall abide by all the terms and conditions of the Agreement For Sale and upon fulfilment of the conditions of the Agreement for Sale will undertake to execute the Sale Deed along with Common Area Maintenance services agreement, Water Supply and Services Agreement and all other documents after making the payment of balance installments on or before the respective due dates mentioned above. In the event, you either do not make full payment and/or execute the sale deed and other agreements/ documents as mentioned above with METL in the time stipulated in the Agreement for Sale, METL will cancel the allotment and forfeit the Booking Amount.
20. You shall abide by all the terms and conditions and obligations mentioned in the licenses, permissions, approvals and the registration certificate issued to METL by Haryana Real Estate (Regulation and Development) Authority at Panchkula under Real Estate (Regulation and Development) Act 2016, Haryana Real Estate (Regulation and Development) Rules 2017, and the regulations made thereunder and as amended from time to time, as applicable to the Allottee of an SCO plot in the Licensed Industrial Colony.
21. This provisional allotment letter is not binding on METL till Agreement For Sale is executed by you. This provisional allotment letter does not confer upon you any right to take possession of the above mentioned Plot nor does it authorise you to earmark or demarcate or start any work on the Plot. The physical possession of the Plot will be handed over to you only after receipt of the Total Price of the Plot as per Clause 7 & 9 above, including interest, Government Charges, change/modification in taxes/ charges/ fee/ levies and other dues, as applicable, and upon execution and registration of the Sale Deed. You agree to take possession of the Plot within a period of 30 (thirty) days from the date of offer of possession by METL. You further agree that if you fail to take possession of the Plot within the stipulated timelines, then you shall be liable to pay to METL applicable maintenance charges for the upkeep and maintenance of the common areas and essential services therein from the date of offer of possession/ conditional offer of possession or commencement of common area maintenance services, whichever is later.
22. You understand that the construction on the Plot will have to be carried out as per plans approved by Government authorities and you shall complete the construction of at least 25% (twenty five percent) of permissible covered area and commence commercial operations on the Plot within a period of 4 (four) years from the date of execution of Agreement For Sale unless extended mutually by the parties for a maximum of 2 (two) terms of 1 (one) year each on payment of extension fees of Rs.750/- (Rupees Seven Hundred Fifty Only) per square meter for first year of extension and Rs.1,500/- (Rupees One Thousand Five Hundred Only) per square meter for the second year of extension, failing which you shall re-convey the Plot to METL, upon first demand made by METL and at the option of METL, on payment of 80% (eighty per cent) of the Total Price after deducting delayed payment interest amount by the METL, without any interest.

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(Sole / First Applicant)

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(Second Applicant)

23. In case, if you intend to sell, lease, convey, assign and/or transfer the Plot to third party before completion of construction of 25% (twenty five percent) of permissible covered area and commencement of commercial operations on the Plot, you shall take prior written permission of METL subject to payment of transfer fee @ Rs.500/- (Rupees Five Hundred only) per square meter area of the SCO Plot and shall be payable only in the event you have not commenced commercial operations. Such permission will be granted if you have paid all the dues and the third party transferee agrees to sign all the documents/agreements which you have executed with METL and further undertakes to be bound by and adhere to all the terms and conditions provided therein. However, only one transfer/assignment of the allotment may be allowed without payment of any transfer fee subject to the condition that 40% of the Total Price has been paid and there is no outstanding dues payable to METL.
24. You shall, at all times, abide by (i) all applicable laws and regulations; and (ii) the terms and conditions of all the approvals and licenses obtained by METL, from time to time, including but not limited to the layout plans, zoning plans, environment clearances, etc. and you shall submit all compliance reports to METL in time.
25. Post development of the entire Licensed Industrial Colony, METL may form single association/ separate association/ apex body in its Licensed Industrial Colony. You undertake to become member of such association formed for the colony and together with all other members of the association undertake to allow right of way on the common area/road to enable METL to access its other land parcels adjacent to the project for development.
26. You understand and agree that the boundary wall and gate within the Plot, shall have to be constructed as per the design provided by METL. While making an application for obtaining approvals of the building plans for construction on the Plot, you shall strictly adhere to and comply with the architecture control guidelines issued by METL (including any amendments thereof) from time to time. You also undertakes and agrees to construct the building for shop-cum-office purposes only on the Plot strictly in accordance with architecture control guidelines and approved by competent authority(ies) and in accordance with Haryana Building Code, 2017. You further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame and boundary walls, colour scheme of the outer walls or painting of the exterior side of the windows, or design etc.) of the building to be constructed on the Plot shall be in accordance with the architecture control guidelines and building plan as approved by competent authority. You shall strictly and scrupulously follow the approved building plan and architecture control guidelines.
27. You agrees and undertakes that you shall not obstruct, damage, encroach upon or in any way cause the road and the common areas abutting to the Plot to be obstructed or damaged or encroached while carrying out any to construction activity by you or your contractor or its worker or agent. In the event, the road & common area abutting to the Plot is obstructed or damaged during the course of construction over the Plot, you shall alone be liable and responsible for any consequences thereof including but not limited to cost of repair of the road and common area to its original condition. You agree and undertake that you shall not directly or through any contractor or third party impair, deface, vandalise or in any way cause damage or loss to the common areas, service areas, facilities and amenities, pavers, horticulture, etc., constructed or that may be constructed by METL in the Project and the Licensed Industrial Colony, while carrying out any development and construction activity at the Plot. You agree and undertake to be liable for any damage, loss

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suffered by METL on account of activities undertaken by you or any person or contractor / third party acting through you and shall on demand make good the damage and loss incurred by METL. You agree and hereby authorize METL to remove any encroachment made by you on the common area, roads, etc. and the cost of removal of such encroachment shall be recovered from you.

28. You understand the Project and other projects/phases to be developed in future is a planned integrated industrial colony and therefore, you undertake to use the Plot only for the Purpose as mentioned in your Application and this provisional allotment letter.
29. You understand, agree and confirm that METL may plan one or more commercial areas to be developed as plotted commercial development, which may or may not include SCO plots, to which you shall not have any objection at any stage on any ground whatsoever.
30. You confirm that you have seen and understood the site and scheme of development, approved layout plans/ environment clearance approvals/ other licenses, approvals and documents. You further confirm that you shall not have any objection if METL makes suitable and necessary alterations in the layout plan of the Project, if necessary for better planning of the layout of the Project or as per approvals/ instructions/ guidelines/ regulations of the competent authorities and such alterations may involve license of additional area adjacent to the Project, change in the planned road network, common areas, change in the identification number of the Plot, and subject to mutual consent, change in the access, change in location of Plot, dimensions or area of the Plot, etc. You also agree and confirm that notwithstanding anything contained hereinabove or in any other clause in this provisional allotment letter, the changes / modifications/ amendments as may be required by the Competent Authority in the layout plan for the Project in future, shall automatically supersede the present approved layout plan for the Project and the same shall automatically, without any need for further action or notice by METL, become binding on you.
31. You understand and agree that the present provisional allotment letter and Agreement For Sale is/ are non-transferrable/ non-assignable. Any transfer by you shall be treated as null and void and any such transfer shall not be binding on METL. You understand and confirm that METL shall charge an administrative/transfer fee, as may be decided by METL from time to time, for any request for transfer, after execution of the sale deed, and the same shall be effected in a manner and as per procedure as may be formulated by METL. You and the transferee shall be required to submit such necessary documents in the formats as may be required by METL for such transfers/ assignment and shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment.
32. You shall be responsible to obtain the requisite building plan approvals, etc. and shall abide by the terms and conditions thereof.
33. You agree and undertake that you shall enter into an agreement for the maintenance of common areas with METL or its nominee or the maintenance agency, as may be appointed by METL from time to time, for the maintenance and upkeep of the MET and you further undertake to pay charges for such maintenance at the rates fixed by METL from time to time, until these maintenance services are handed over to the association of allottees or the competent Government authority

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or any other body so appointed/ authorized by the Government. You undertake to pay these charges to METL from the date of commencement of these services or date of offer of possession of Plot/ conditional offer of possession of Plot, whichever is later, and till such time the maintenance services are handed over to the association of allottees or the competent Government authority or any other body so appointed by METL or authorized by the Government.

34. You hereby give your irrevocable consent to become member of a body of the association of plot owners to be formed in accordance with the applicable laws, rules and bye laws and execute necessary documents as and when required. You further understand that a sum equivalent for three quarters of common area maintenance services charges is payable/to be deposited on account of interest free maintenance security deposit ("IFMSD") before the execution of Sale Deed and after the offer of possession is made by METL. You have been informed and you understand that the IFMSD amount payable by you shall be entrusted/transferred by METL to the account of the association of allottees at the time of handing over of the common areas and facilities to the association or the competent authority, as the case may be.
35. You understand and acknowledge that METL will also be providing certain infrastructure services such as supply of water, waste water treatment, supply of recycled water, solid waste management, telecommunication and data services etc. on user based charges or pay and use principle. You agree and undertake that you shall execute specific services related agreements before availment of those services and pay specific service charges in respect of such services.
36. You agree to be bound by the decision of METL to offer the power load and water requirement as per the plot wise load norms fixed by the Government and in case you require or demand higher load/supply, you undertake to pay in advance, the additional costs (including any deposits) as determined by METL.
37. I/We understand and acknowledge that the Total Price for the Plot does not include External Development Charges ("EDC") and such other charges and/or increase thereof, as may be levied by the Government (collectively hereinafter referred to as "Government Charges") from time to time. I/We accordingly agree and undertake to pay to METL, as and when demanded by METL, all such Government Charges in relation to the Plot as per applicable norms, and all increases thereto, as may be levied by the Government from time to time in the same proportion (a) as area of total 3.96 acres plot of SCO bears to total area of METL and further (b) Total area of Plot bears to total 3.96 acres plot of SCO on which such Government Charges have been paid. As a matter of illustration, the amount payable will be computed in the manner as follows:
 - (i) amount payable at industrial rates / $(1 - x)$, where 'x' stands for the percentage of the land to be used for common area development as per the last approved layout plan; and
 - (ii) amount payable at commercial rates / $(1 - y)$, where 'y' stands for the percentage of the land to be used for common area development in SCO plots of 3.96 acres as per the last approved SCO plot layout plan.

In the event METL pays any Government Charges for the Plot, I/we hereby agrees and undertakes to make good the aforesaid payments to METL within a period of 30 (thirty) calendar days from the date of the demand by METL failing which the I/we

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shall pay an interest on such amounts, at the rate percent of 15% (fifteen percentage) compounded at quarterly rests. In case METL is required to submit BG to the Government, I/we undertake to give corresponding BG to METL within 15 days of intimation received from METL. Any non-payment/non-compliance of above will give rights of unpaid seller to METL and it will have first charge on the Plot.

38. All or any disputes arising out or in relation to the terms and conditions of this 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 the adjudicating officer appointed under the RERA Act read with the HRERA Rules, as amended up to date.
39. You acknowledge that you have read the Agreement For Sale, Sale Deed, common maintenance services agreement, water supply and services agreement, Development Control and Services Guidelines published by METL and fully understood the form and contents of each of these agreements and documents before countersigning in acceptance and submitting this provisional allotment letter and you agree to abide by the same.
40. You affirm that all the information and clarifications as required by you in relation to the Plot and the Project have been provided/ made available to your satisfaction and you are fully satisfied with the same and have fully acquainted yourself of all the particulars of the MET. You hereby confirm that you are counter signing this provisional allotment letter with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Plot and the Project.
41. You understand and confirm that the obligation of METL to handover the possession of the Plot and execution of Sale Deed will be suspended/postponed by the period during which force majeure conditions prevail. For the purpose of this letter, the term 'force majeure' shall have the meaning ascribed to it in the Agreement For Sale.
42. You are requested to sign one copy of this Provisional Allotment Letter confirming your acceptance and return one signed copy of the same to METL within 7 (seven) days from date hereof.

Sincerely yours,

For Model Economic Township Limited

Authorized Signatory

For Allottee

Accepted:

Date:

Encl: Draft of Agreement for Sale

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(Second Applicant)