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GC-7/222/Mc

To,

Dated: October 19, 2015

Mr.

R/o

Sub: Allotment of Residential Apartment in Proposed Group Housing Project 7th Avenue (GC-7), situated at Township Gaur City, GH-01, Sector-4, Greater Noida

Dear Sir(s)/Madam,

In response to your application dated 27 Feb 2015, we, M/S Gaursons Hi-tech Infrastructure Pvt. Ltd., a Company registered under the Companies Act, 1956 having its Corporate Office at Gaur Bix Park, Plot No. 1, Abhay Khand-II, Indirapuram, Ghaziabad (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential Apartment No. 222 on 2nd Floor, BLOCK-C

Super Built-up Area:- 1075.000 sq.ft. (99.86 sq. mtr.) approx.

Polyline Area i.e. the R.C.C. Slab area of the apartment:- 821.00 sq.ft. (76.30 sq. mtr.) approx.

Common Area with the apartment:- 254.00 sq.ft. (23.56 sq.mtr.) approx.

Carpet Area:- 510.00 sq.ft. (47.37 sq.mtr.) approx.

Extra area with the apartment NA sq.ft. (NA sq.mtr.) approx.

Ground space/Lawn area NA sq.ft. (NA sq.mtr.) approx., as per specifications attached herewith, in the proposed Project known as '7th Avenue' (GC-7) situated at Township Gaur City, GH-01, Sector-4, Greater Noida for a Basic cost of **Rs.4,289,500.00 (Rupees Forty Two Lacs Eighty Nine Thousand Five Hundred Only)** + service tax, as assessed and attributed by the Government of India, payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Remarks for the Ground Space/Extra Area-NA

1 SQ.MTR = 10.764 SQ.FT.

Map of the apartment is attached herewith. (Annexed here with as Annexure D)

The construction is likely to be completed on 11/12/2018 + one quarter i.e. three months fit-out period

*Note: The Super Built up area comprises of the polyline (P Line) area of the apartment (i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboard, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground and basement, overhead water tanks, machine rooms, laundry, garbage room etc.) and the proportionate common area of the project which includes Indoor sports rooms, club, security rooms, R.W.A. room, maintenance room, common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed common areas which are not separately charged.

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The following are not included in the Super Built-Up Area:-

Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open to sky swimming pools, Open sports facilities, Weather Sheds, in accessible flower beds, common open to sky terraces, and void like etc. For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms

Applicant: - means persons, applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

Application (Booking Application): - A request for allotment of apartment made by the Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant, prior to execute the allotment letter they will be considered as Intending Allottee(s).

Allotment Letter: - Confirmation of booking of apartment by the Company, a standard prescribed format of company containing the terms and conditions of allotment, duly executed between the Company and Intending Allottee(s).

Allottee(s): - Those who have executed the allotment letter over a standard format of Company thereafter a particular apartment(s) has been reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the apartment.

Apartment: - The Residential/Commercial unit in the project which is identified by a number, that number is also identifying the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Allottee in the Said Project, details of which has been set out in the Application.

Apartment Act: - The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Area:-

- a. **Area of land:** - Total Area of land over which the project is going to be constructed.
- b. **Super Built-up Area:** - Means the covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lifts etc. and half the area of common walls with other premises/apartments which form integral part of said apartment and common areas shall mean all such parts/areas in the entire said project which the Allottee(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, muntins, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc, if provided.
- c. **Pelly Use Area:** - All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, usable shafts, balconies, and terrace with or without roof.
- d. **Carpet Area:** - The covered area of the usable rooms at any floor level (excluding the area of the wall), as per NBC-2003.
- e. **Common Area and Facilities:** - Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and muntins, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DO set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, IPARX systems, common toilets, rain water harvesting systems etc.
- f. **Independent Area:** - Means the Area which have been declared but not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners.

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- g. **Limited Common Area and Facilities***:- Means those areas and facilities which are designated in a writing by the promoter before the allotment, sublease or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartment.

* All above definitions are as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Cost of Apartment/Unit:- The consideration amount for apartment/unit exclusive of other charges/taxes which are mentioned in the Booking Application Form and the Allotment Letter.

CREDAI:- Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the apartments buyers and developers. It also have a cross check over the developers according to its code of conduct.

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the Company 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 Company's ability to perform obligations under this Application, 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 disputes.
- (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, tumult, act of terrorism or civil commotion.
- (f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Application; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or, for any reason whatsoever.

Layout and Plans:- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment.

Payment Plans:- These are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges:- means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Said Project as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Apartment, payable on monthly basis.

A.A.O:- Means an Association of the Apartment owners which shall be duly formed as per the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Taxes:- shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Project.

Township:- means a large development having many projects wherein all the internal infrastructure within the boundary of that area shall also be provided by the company.

Township Maintenance & Charges:- means the monthly charges payable in advance through prepaid system/per paid electric meter by the Owner/Occupier of the Apartment to the Company for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township.

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Details of Title and Ownership of the Company (Annexed herewith as ANNEXURE C).

TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT LETTER FOR ALLOTMENT OF APARTMENT/UNIT

- 1) That the project is the part of a township and the layout plan of the township has been sanctioned by the Development Authority wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the apartment owner shall be confined up to the particular project wherein the apartment is situated. The up keeping and maintenance of the township shall be carried out by the company or its nominee, the apartment owner(s) shall be liable to pay the township maintenance charges to the company. (This clause is not applicable where the project is not the part of a Township)
- 2) That the building plans of proposed project have been duly sanctioned by the Development Authority. The project will have apartments of different sizes and dimensions in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, swimming pool with changing rooms, parking, public amenities, community, storage and commercial constructions etc.
- 3) That the Allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the company. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in accordance with the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared with the show flat, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of the booking application and this allotment.
Note: The request for any change in construction/specification of any type in the apartment will not be entertained.
- 4) That the apartment on all the floors shall be sold as an independent apartment with undivided interest in the common areas and facilities. There may be some Limited Common Areas and Facilities which have been reserved by the Company for the use of certain apartment or apartments to the exclusion of other apartments and also some independent areas which are not include as common area for joint use of apartment and may be sold by the Company without the interference of other apartments owners.
- 5) That the Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/Development Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the Development Authority which comprises of limited nos. of the apartments/flats in proportionate to the population density. Thereafter additional purchasable FAR, compensable FAR and Green Building FAR etc. will be permissible time to time as per the Authority's regulations. The company can make any type of change in layout/ elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions, all time consent of the allottee(s) shall be presumed for all has been stated herein.
- 6) That the declaration provided under Sec-12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 will be submitted by the company as prescribed, consent of the allottee(s) shall be required for any amendment/ change and the allottee(s) will have to fulfil the same. That the allottee(s)/owner(s) will provide undertaking under Section 10 (b) of The Uttar Pradesh Apartment Act, 2010 Form "B" as and when require.

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- 7) That the consideration is for the total area of the said apartment which will be Sold/Sub-leased, as mentioned herein the property known as "Super Built Up Area". That all other rights excepting what have been mentioned including easement rights, unsold flats/apartments, un-allocated parking spaces, spaces for commercial and recreational facilities, conveniences shopping spaces, spaces for public amenities, service apartment, community, clubs, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever stated above. That the dimensions shown in the brochures, maps or any other documents has been calculated on non-plastered brick wall to brick wall bases. The Company can sub lease the vacant apartment (s) or the complete block of the apartment (s) as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whatsoever.
- 8) That the amenities like Road, Electricity, Sewer and water supply will be provided by the Development Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within the boundary of project i.e. internal development of the project. The delay in providing the above said facility on the part of the Development Authority Concerned shall not be considered the delay on part of the company.
- 9) In case resuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the Allottee(s) or bank/financial institution for any reason, the company has sole right to resuance them or reject the application of resuance. If/Whenever they are resuanced by the Company, that shall attract a fine of Rs. 10000/- plus Service Tax as applicable every time, as administrative charges and shall be payable by the Allottee(s).
- 10) That the schedule of payments/installments mentioned in the pricetial has been duly explained to the Allottee(s) who shall be the responsible for making payments on time, any separate demand letter for the installment falling due will not be required to be sent by the company and that cannot be claimed as a right or any duty/obligations towards the company.
- 11) That the applicant(s)/allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens the company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 12) That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the Allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the company will hold the allotment for two months only there after the company can cancel the said allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refund of amount deposited as cost of apartment with deduction of 5 % of the cost of the apartment. For the refund the consent of the allottee(s) with respect to the share shall be necessary otherwise the amount shall be refunded in equal share between/among all the allottee(s).
- 13) That the instalments of payment will run as mentioned in the allotment letter. The allottee(s) shall be bound to make timely payments as per the payment schedule and in case of default, interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The allottee(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the company's corporate office or from the consumer portal on company's website. Timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds beyond fifteen days there will be no grace period and interest @ 12% per annum shall be charged from the day on. In case payment is not received within stipulated period or in the event of breach of any other terms & conditions of the allotment, the allotment will be cancelled and 15% of the cost of the apartment will be forfeited and balance amount will be refunded without interest.

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Note: Timely payment being the main essence of the allotment, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reasons shall be the sole responsibility of the allottee(s).

- 14) That in case the allottee(s) surrenders the booking/allotment at any stage due to any reason whatsoever, then 15% of the cost shall be forfeited and balance if any shall be refunded without interest.

Note: It shall be always clear that if availed loan for the apartment the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

- 15) That any alteration / modification as the company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the super built-up area of the apartment including terrace/balconies, there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund. However any major alteration/ modification resulting in more than $\pm 3\%$ in super built-up area, including terrace/balconies of the apartment, any time prior to and upon the possession of the apartment the company will intimate in writing about the changes thereof and the change in the enhanced cost of apartment. The consent or objection in this regard must be informed within 30 days from the date of such notice. In case there is any objections for such change the booking/ allotment shall be cancelled and the company will refund the cost of apartment/unit received from the allottee (s) without any deduction and along with interest @ 12 % per annum on the amount paid by the allottee(s). No other claim of the allottee (s) shall be considered in this regard.

It shall always be clear that any alteration / modification resulting in more than a 3 % change in the super built-up area of the apartment, including terrace/balconies, then the demand or refund shall be applicable for the entire area eg. 1 for a 4 % change the demand or refund shall be applicable for the total 4 % area.

- 16) That if for any reason out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the cost received from the allottee(s) will be refunded, in full, without any interest.
- 17) That the construction of the project is likely to be completed as per the prescribed schedule, however the following can affect to that, regular and timely payments by the allottee(s), availability of building material etc, change of laws by Government/ local authorities/any court order/force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
- 18) That the proposed Project is comprises of many Blocks. As soon as the construction of particular Block(s) will be completed with all the basic amenities attached to that, the company after applying for the completion certificate of particular Block(s) to the authority concerned will offer the possession of the apartment. The construction of remaining Blocks will be on going. It can take further time till the completion. The possession of the apartment have to be taken as and when it will be offered, the possession shall not be denied on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 days from the date of applying the completion certificate complete with all certificate and other documents require not issued by the Authority, it shall be deemed to have been issued; therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
- 19) That the construction could be completed prior to the date mentioned in the booking application form/allotment letter. In that case the possession cannot be denied on any ground whatsoever. The date given in the application form is an assumption only and construction could be completed earlier to that.

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- 20) That although all the major construction of the apartments, will be completed however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the "Fit Out Period" of one quarter. It has been experienced that if the final touch to an apartment has been given and the possession delays as the allottee(s) do not proceed with, the said finished apartment get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The said "Fit out Period" is also in order to facilitate to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touch will take 22 to 25 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- Notes:-** The *Items in the commercial unit shall be as per the specifications (Annexure A).
- 21) That only after the registration of Sale deed/Sub lease deed with possession the allottee(s) shall be consider as the owner of the apartment
- 22) That the monthly maintenance charges shall commence from the date of possession or after the expiry of Fit-Out-Period/the date mentioned in Offer for Possession. It does not matter that if the allottee(s) delayed the possession and final touch was given after the expiry of above said Fit-Out-Period.
- 23) That if there is delay in handing over the possession of apartment beyond 6 months from the proposed date of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments of apartment were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time. Vice-versa the penalty of Rs. 5/- per sq. ft. on delay in taking the possession shall also be applicable and payable by the allottee(s), the said penalty shall commence from the date of expiry of Fit-out period. The holding and waiting period of an apartment shall have a limit maximum of 6 months where the allottee(s) do not proceed for possession i.e. the sub-lease deed of apartment remains pending at the end of the allottee(s) even the entire cost has been paid, the said allotment shall be treated as cancelled and no other claim except to refund of cost of apartment/unit without any interest and with deduction of 15% will be entitled and entertained.
- Notes:-** For all the cause of refund, the amount deposited as applicable taxes shall not be refundable and cannot be claimed from the Company.
- 24) That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.
- 25) That there will be defect liability period of two years as per Apartment Act 2010 Chapter II Clause 4(B), from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappings in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.
- 26) That the Sale deed/Sub lease deed of the apartment shall be executed and registered only after completing the construction, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall also be paid and borne by the allottee(s).

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- 27) That until a Sale deed/sub lease deed is executed and registered, the company shall continue to be owner of the apartment; the allotment shall not give any right or title or interest therein even though all the payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor on the other hand company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the apartment for all its dues and payable to the company.
- 28) That it will be necessary to obtain a No Dues Certificate/NOC from the company in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. 10/- per sq.ft. of the super built up area + service tax.
- 29) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of apartment from the date of possession i.e. from the date of Sale deed/sub lease deed.
- 30) That the owner(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the Development Authority/local authority/State Govt./ Govt. of India and of the Association of Apartment Owners (as and when the A.A.O formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations.
- 31) That the parking will be available inside the project, as per the type opted by the allottee(s) in the Application Form. The vehicle shall be parked in the allotted parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said project to the A.A.O. The A.A.O. or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces. No vehicle will be allowed inside the project except those who have reserved the parking space.
- 32) That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
- 33) That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the apartments through pre-paid systems. The Electricity Connection shall be provided for the capacity, as opted in this application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement.
- 34) That the Power back-up facility can be availed as opted in this application, no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.
Note: - Any request for reducing the electrical and power back-up load shall not be entertained and as refused shall be made thereon, the said load(s) will be fixed as opted in the booking application.
- 35) That the rate for Electricity charges will be as per the prescribed rates of concerned authority which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of those inputs, the details are attached with Electricity Supply Agreement. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the Company.
- 36) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/apartment of the said Project. However, the sub lease deed in respect of apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.

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17) That if there are any Service Tax, Trade Tax, V.A.T., G.S.T., and additional levies, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order (Government/ Development Authority /Statutory or other local authority (Gov) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same to the company as and when demanded. If the appropriate authorities impose any tax on this transaction in future then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.

18) That the non-refundable interest free maintenance security (IFMS) is payable to the company @ Rs.25/- per sq. ft. of the super built-up area of the apartment, the said IFMS will be handed over to the A.A.O at the time of handing over the maintenance of the project. The monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the project.

*Previously the rate of monthly maintenance charges has been decided for residential apartment @ Rs.2/- per sq.ft. and @ Rs. ___/- for Commercial Unit for the Super Built-up area, however the rate will be decided by the company considering the rates of consumable and wages etc. at the time of possession shall be final and binding.

Note:- In case there is any change in IFMS deposit or monthly maintenance charges that has been mentioned in the separate Annexure (Annexed herewith as Annexure E).

19) That the 25% amount of the interest free maintenance security (IFMS) will be deposited in the head of Township Maintenance and 15% of the Maintenance Charges collected from the apartment will be transferred and paid for the Township Maintenance. The Maintenance Charges from the apartment shall be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in favour of the Company or its nominee in the head of Township Maintenance. The Company reserves its rights to apply all the best possible method for collecting the Township Maintenance Charges, the Township Maintenance Charges may be collected separately by the Company if required so. (This clause is not applicable where the project is not the part of a Township)

Note:- NOC from the Company/Maintenance Agency is required for clearance of maintenance dues prior to the sale of apartment by the apartment owner otherwise the subsequent buyer will not be allowed.

40) That the apartment shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, and common corridors etc., even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color scheme of exposed walls of verandah, lounge or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any were in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC columns and RCC shear wall supporting whole the structure therefore no change is allowed.

Note:- For the commercial unit the sign board/hoardings and advertisement material can be displayed at the designated place demarcated by the company

41) That at the time of handing over the maintenance of the project to the A.A.O the following will be handed over to the A.A.O, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motor's rooms, Single Point Distribution systems with all facilities, Gen-sets, Security Gates with intercoms, lift rooms at terrace and other areas falling under the common area.

Note:- All the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the company and all right are reserved with the company for the said areas.

Company

Signature of the Allottee(s)

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- 42) That the contents of each apartment along with the connected structural part of the building will be insured by the owner(s) individually or collectively through society against the fire, earthquake etc. All the charges towards insurance shall be borne by the owner(s) or the A.A.O. The company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure.
- 43) That it shall be the responsibility of allottee(s) to inform the company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the allottee(s) and the company shall not be responsible for any default.
- 44) That in the event of any dispute whatsoever arising connected with the booking/allotment of the said apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India. The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this application.

Log on to CREDAI (NCR) at www.credaincr.org

- 45) In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- 46) That the following Annexure are annexed herewith which are also being the part of this Allotment Letter.
- A) Specifications of the Apartment.
 - B) Payment plan.
 - C) Details of Title and Ownership of the Company.
 - D) Layout Plan of the Apartment.
 - E) _____
 - F) _____
 - G) _____
 - H) _____

I/we have fully read and under stood the terms and conditions mentioned herein above, all shall be abide and binding ever more. It is clear to me/us that for any change in layout of the project, my/our written consent is required as per the law, I/We hereby given consent to that the company can make any type of change in layout/elevation/design, coverage area, common area, limited common area besides alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

Company

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Annexure 'A' SPECIFICATIONS

FLOORING:

- Vitrified tiles 2'x2' in Drawing Room, Kitchen and Bedrooms
- Ceramic tiles in Bathrooms and the Balconies

WALLS AND CEILING FINISH

- POP finish walls & ceiling with OGD

KITCHEN

- Granite working top with stainless steel sink
- 2'-0" dado above the working top and 2'-0" from the floor level on remaining walls by ceramic tiles
- Woodwork below the working top
- Individual RO unit drinking water

TOILETS:

- Ceramic tiles on walls up to door level
- White sanitary ware with EWC, CP fittings and mirrors in all toilets

DOORS & WINDOWS:

- Outer doors and windows aluminium powder coated/UPVC
- Internal Door-frames made of Maranti or equivalent wood
- Internal doors made of painted flush shutter
- Main entry door frame of Maranti or equivalent wood with skin moulded door shutters
- Good quality hardware fittings

ELECTRICAL:

- Copper wire in PVC conduits with MCB supported circuits and adequate power and light points in wall & ceiling

NOTES:

1. The Colour and design of tiles and motifs can be changed without any prior notice.
2. Variation in colour and size of vitrified tiles/granite may occur.
3. Variation in colour in mica may occur.
4. Area in all categories of apartments may vary up to +3% without any change in cost. However, in case the variation is beyond +3%, pro rata charges are applicable.
5. The request for any change in construction/specification of any type in the apartment will not be entertained.

Company

Annexure C

Signature of the Allottee(s)

Details of Title and Ownership of the Company

Whereas land for the aforesaid Township measuring 505216 sq. meters (hereinafter called as 'plot') has been purchased by the Company i.e. M/s Gaursons Hi-Tech Infrastructure Private Limited from the Greater Noida Industrial Development Authority (GNIDA) a body corporate under the U. P. Industrial Development Area Act 1976 on lease hold basis under the Scheme Code RTS-01/2010 (I) for development of Township at Plot No. GH-01, Sector-4, Greater Noida vide Lease Deed, which was duly registered vide Document No. 8016 in Book No. 1 Volume No. 6110 at Page Nos. 371-400 on 05.05.2010 in the office of Sub Registrar, Gautam Budh Nagar (U. P.).

Whereas the Company has taken over the physical possession of aforesaid Plot from the 'GNIDA' on 05.05.2010. And whereas the Company has offered to sell residential apartments of different sizes and dimensions in the proposed Group Housing Project under the name and style of '7th Avenue' situated at Township Gaur City, GH-01, Sec-4, Greater Noida.

The Company is authorized to execute sub-lease of the apartments for the super built-up area in favor of its allottee(s) on the terms & conditions of booking application, allotment letter & Lease Deed executed in favour of Company by the GNIDA.

Whereas as per the norms of GNIDA, the land will be used for commercial, residential, open spaces, parks, play grounds, roads, public parking purposes etc. and the whole Township will be developed in phases and will be utilized for apartments/studio apartments/communities/clubs/strange/ commercial constructions etc. The said entire plot has been divided in various sectors by the company and some sectors has separately allotted to other developers, however those sectors are also the part of entire Township but the undivided proportionate share on pro-rata basis in the land of the allottee has confined over the land of a particular sector on which the duly nomenclature Group Housing Project exists therefore there will be a separate R.W.A for the separate Group Housing Project situated at separate sector.

Whereas all terms and conditions of the lease deed of the above Township Plot executed in favor of the company shall also be applicable to the intending allottee(s).

I/we have fully read and understood the terms and conditions of the scheme brochure code RTS-01/2010 (I) and the lease deed executed in favor of the company by the GNIDA, all shall be abide and binding over me/us.

Company

Signature of the Allottee(s)