

ALLOTMENT LETTER

Sub: Allotment of Residential Apartment in the proposed Group Housing Complex known as “Elite Golf Greens” in the Residential Complex on Plot No. SC-01/D4, Sector-79, NOIDA.

Please refer to your application dated , with **M/s. Golfgreen Mansions Pvt. Ltd.** (CIN No. U70200DL2012PTC237482, PAN No. AAECG7783M & SERVICE TAX No. AAECG7783MSD001 & GST No. 0988ECG7783M1ZT & RERA registration no. of the company UPRERAPRM5180) having its registered office at 73, Swayam Seva, Co-op. G.H.S. Jhilmil, Delhi-110095, & Corporate office at- H-58, First Floor, Sector 63 Noida, U.P. A Company, represented by its authorized signatory Mr. Vikas Gupta, Mr. Pramod Bahl, Mr. Uma Shankar and Mr. Vinod Kumar Bahl authorized vide board resolution dated **06th September, 2016**, registered under The Company's Act, 1956, hereinafter referred to as the “**Company**”, (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assignees) of the **FIRST PART**.

WHEREAS the Company **M/s. Golfgreen Mansions Pvt. Ltd.**, was allotted a **Plot No. SC-01/D4, Sector-79, Noida**, from NOIDA (A body corporate constituted under U.P. Industrial Development Area Act, 1976), on sub lease hold basis, vide its letter no. Noida / Commercial / 2012/1182 dated 3rd October, 2012.

Under a scheme of Allotment for development of Sports City Plot No.**SC-01-01, Sector-78 & 79 Noida**, New Okhla Industrial Development Authority (Lessor), executed lease of Plot No.**SC-01/D** measuring 1,00,000 sq.mts. in favour of M/s Kindle Developers Pvt. Ltd, a Company incorporated under the Companies Act 1956 (Lessee), which was registered in the office of the Sub-Registrar III, vide book no.1, Volume No.2975, Page No.166-215, document no.8583 on 24th October 2011 and the Company has taken over physical possession of the said plot on **11th November, 2011**.

Subsequently on approval of a request by the Lessee, the Lessor approved the sub-division of plot **SC-01/D**, and a sub lease deed of 25,000 sq.mts. (Plot No.SC-01/D4, Sector-79, Noida) was executed between the Lessor, the Lessee and M/s Golfgreen Mansions Pvt. Ltd.(sub-Lessee). The Sub-lease deed was registered in the office of the Sub-Registrar III, vide book no.1, Volume No.3550, Page No.231-284, document no. 5075 on 20thOctober2012. The Sub lease is effective for a period of 90 years from 24thOctober2011, building plan (revised) approved by Noida/MVN/2016/IV-1408/931 dated 07th October 2016.

The Company

Allottee(s)

The company also in possession the following approvals from the Competent Authorities:-

- i) No objection for mortgaging the plot vide approval number NOIDA/commercial/ SC-01/D-4/150/2016/1056 dated 07.12.2016.
- ii) Environmental clearance ref. no. 2055/PRAYA/ SEAC/ 1748/ 2012/AD(SUB) dated 12.10.2013.
- iii) Fire NOC ref. no. BH-121/D.D./Fire service/ Meerut-16 (Gautam) dated 7.10.2016.
- iv) NOC for height clearance from Airport Authority of India vide ref. no. AAI/NOC/2013/411/2734-38 dated 19.09.2013.
- v) Possession order ref. no. NOIDA/Commercial/1553 dated 31.10.2011.

The plot (**SC-01/D4, Sector-79 Noida**) is free from any lien or encumbrances of any nature whatsoever. However, the Company reserves the right to mortgage or encumber the plot availing of construction finance or any other loan from any bank/financial institution for execution of the project.

AND WHEREAS the Company offered to sell residential apartments/units of various sizes, dimensions, and convenient shopping units as described in the aforesaid group housing project as per the brochure / application form, to be constructed on the said land under the name and style of **"Elite Golf Greens" (RERA registration no. of the project UPRERAPRJ4654)** and on the terms & conditions herein.

WHEREAS, the Applicant(s) have applied to the Company for the allotment of a Residential Unit. The Applicant(s) has seen all the documents of titles, possession and is / are satisfied about the authority vested in the Company to allot different units as per the application form. Now we are pleased to allot you a unit in **"Elite Golf Greens"**, as per details below, vide Customer ID: EGG-046, made on this **24th** day of **March, 2017**, by **M/s. Golfgreen Mansions Pvt. Ltd.**

That the intending allottee(s) is/are aware of and has/have knowledge that the building plans are approved and agree to that the company still may make changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the government/Noida Authority or any other local authority or body having jurisdiction time to time, if required. As per the prevailing Building Byelaws of the Noida Authority, the F.A.R.(Floor Area Ratio) of the said project is presently 62,500 sq. mt. Thereafter 5% additional F.A.R. for the green building as per the norms of the Noida Authority is also approved, also 0.25% F.A.R. is available to the Company, which will be utilized by the Company in future, furthermore 10% of the total abovementioned F.A.R. is compoundable. Thereafter, if any additional F.A.R. is applicable and available by the norms of the Noida Authority due to change in by laws the same can be explored by the Company to utilize the additional F.A.R. if applicable.

Accordingly the nos. of dwelling units and population density may be increased to utilize the additional above F.A.R. Also that in the eventuality, of change in F.A.R., the company shall have right to explore the terrace to increase the number of units to achieve the enhanced F.A.R. That the company can make any type of change in layout/design/floor plans/alteration in open spaces area/parking spaces etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions it shall be presumed all time consent of the Allottee (s) for all which has been stated herein.

This allotment is subject to the following terms & conditions detailed below that shall prevail over all the other terms and conditions given in our brochures, advertisement, price list and any other sale document. This supersedes all previous Allotment Letters / no. issued against this allotment / unit.

(A) Details of the Applicant(s) / Allottee(s):

The First / Sole Applicant:

Name	:	
W/o	:	
Res. Add.	:	
Tel. No. (Res.)	:	Mobile No.:
Tel No. (Off)	:	Email Id:
PAN No.	:	

Second / Co-Applicant:

Name	:	
W/o	:	
Res. Add.	:	
Tel. No. (Res.)	:	Mobile No.:
Tel No. (Off)	:	Email Id:
PAN No.	:	

Correspondence Address:

Name	:	
Res. Add.	:	
Tel. No. (Res.)	:	Mobile No.:

The Company

Allottee(s)

Herein, referred to as the **Allottee(s)** (which expression shall include unless excluded by repugnant to the subject or context, their(s) successors, assigns, executors etc.) of the **SECOND PART**.

NOW WHEREAS the Allottee(s) has applied to the Company for the allotment of a Residential Unit. The **Allottee(s)** has seen all the documents of titles, possession and is / are satisfied about the authority vested in the Company to allot different units as per the application form.

(B) Details of the Residential Unit:

Type	:		Super Area Sq. Ft.	:	
Unit No.	:		Super Area Sq. Mtr.	:	
Block	:		Carpet Area Sq. Ft.	:	
Floor	:		Carpet Area Sq. Mtr.	:	

AND WHEREAS as per the Layout Plan it is envisaged that the Unit / apartment / Flat on all Floors shall be sold as an independent Unit with impartial and undivided share, in the land area underneath the block and the passages, stairs & corridors, overhead & under-ground water tanks and other common facilities, if any, for the residential unit(s) to be used and maintained jointly by all the Allottee(s) in the manner hereinafter mentioned and further, the Allottee(s) shall not be permitted to carry out any construction on the Terrace / Terraces. However, the Company in case of any change in the FAR have the right to explore the terrace / terraces to carry out construction of further apartments in the eventuality of such change in the FAR without any objection whatsoever from the Allottee(s). And as such for all times the terrace rights shall exclusively remain with the Company.

(C) Consideration:

That in pursuance of the Allotment of the said Unit the Allottee(s) shall pay to the Company the following amount as a Price of the Unit, (herein after referred to as the "**Consideration**"), as per the details below:-

Details of Consideration

- a. i. **Basic Sale Price (BSP)** :
- ii. **Preferential Location Charges (PLC)** :
- Total (a)** :
- b. **Other Charges**

(Figures in `)

1	Car Parking – Covered Parking	:	
2	Lease Rent (One Time)	:	
3	Interest Free Maintenance Security (IFMS)	:	
4	Power Back-Up Charges (2 KVA)	:	
5	Club Membership Charges	:	

Total (b) :

Total Consideration of the Flat (a + b) :

(Rupees: only)

(Note: GST as applicable from time to time shall be payable by the allottee(s) separately)

Earnest / Booking Amount:

- (i) The payment of Earnest / Booking Amount is to ensure fulfillment of the terms and conditions as contained herein. The Earnest / Booking amount shall be calculated on 10% of the Basic Sale Price (BSP).
- (ii) Out of the total Consideration the Allottee(s) has already paid a sum of `..... (Rupees:-) as Earnest / Booking Amount to the Company, the receipt whereof the Company hereby admits and acknowledges.

(D) Payment Plan / Schedule:

The Allottee(s) shall pay the balance amount of the consideration in accordance with the Payment Plan opted, which Allottee once again reaffirms and declares as **Annexure-"A"** here to this agreement. In the event Allottee(s) fails to pay the balance consideration or in case of any delay in payment of any installment and / or other charges, in accordance with the payment plan, the Allottee(s) shall be liable to pay interest calculated from the due date of outstanding amount @ 12% per annum.

1. **Calculation of Consideration:**

That the Consideration for the aforesaid Unit is calculated on the basis of Super Area/Carpet Area as defined in this Agreement.

2. **Payments / Cancellation / Adjustments / Failure / Delay in Payments:-**

It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Noida Lease. Time is essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations. It is clearly agreed and understood by the Applicant it shall not be obligatory on the part of the Company to send demand notices / reminders regarding the payments to be made by the Applicant as per the schedule of payments or obligations to be performed by the Applicant. However, the Company may without prejudice to its sole discretion, waive its right to terminate the Allotment / Agreement and enforce all the payments and seek specific performance of this Agreement in such a case.

If any installments as per payment schedule is not paid within due date, the Company will be charging 10% interest per annum; on the delayed payment from the due date. Further, if the payment remains in arrears for more than 45 days, the allotment shall automatically stand cancelled at the sole discretion of the Company without any prior intimation / notice to the Allottee and the Allottee will cease to have any lien on the Unit. Out of the amount deposited by the Allottee the earnest money / booking amount being 10% of the Basic Sale Price (BSP) will stand forfeited, and after deduction of over dues interest, amounts received from housing finance companies / banks against the said allotment and any other charges, the balance amount, if any shall be refunded without interest after 90 days of cancellation of allotment. However, the Company may, at its sole discretion, condone the delay in payment exceeding 45 days by charging interest @ 12% p.a and restore the allotment in case the allotted Unit has not been allotted to someone else. Alternate Unit if available may also be offered in lieu, subject to the Allottee making an additional payment of **Rs. 100,000 / -** (Rupees One Lac Only) as restoration charges.

In case, at any stage the intending Allottee(s) seeks cancellation of allotment and / or refund of the amount deposited by him, the Company may, at its discretion forfeit the earnest / booking amount, as the case may be. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within 45 days, from the due date for such payment, the Company shall have the right to cancel the allotment and forfeit the entire amount of Earnest / Booking amount and the intending Allottee(s) shall be left with no right or lien on the said Apartment or any part of the Land. The amount paid, if any, over and above the Earnest / Booking amount shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, and / or any other charges due from the intending Allottee(s).

3. **Preferential Location:**

That the Company apart from basic price shall charge Preferential Location Charges (PLC) for certain Unit in the complex and if Allottee(s) opts for booking of any such Unit, he / she shall be liable to pay such charges referred to as Preferential Location charges (PLC) and if due to change in layout plan or otherwise the said Unit Ceases to be preferentially located, the Company shall be liable to refund only the amount of Preferential Location Charges paid by the Allottee(s) without any interest or compensation.

4. **Super Area:**

"**Super Area**", which comprises of areas under walls full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common areas and facilities such as area under stairs-cases, corridors, circulation and refuge areas, lofts, passages, all lobbies, munties, electric sub-station(s), pump house(s), shafts (electric, fire, plumbing), guard room, lift(s), lift room(s), entrances and exit of the building, water supply arrangements, and installations such as power, light, sewerage etc. and including all easement rights attached to the said Apartment. It is clarified that inclusion of the common area in the computation of super area shall not give any right, title or interest therein as such to the Allottee, except as expressly provided herein.

5. **Carpet Area**

"**Carpet Area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

6. **Alterations in the Lay Out Plan and Designs:**

That the Company shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alterations may include change in location, preferential location, number, increase or decrease in numbers of Units, floor, block or area of the Unit, designs, specifications annexed hereto as **Annexure 'B'**. To implement such changes, if considered necessary a supplementary document may be executed with the Allottee(s).

However, if as a result there of, such alterations as stated herein above, there be any change in the location, preferential location number, boundary or area of the said Unit, such change in the area shall inter-alia entail proportionate increase or

decrease in the consideration of the built up Unit / Flat at the original rate at which the unit was booked for the difference in area.

The Allottee agrees that any increase or reduction in the area over and above $\pm 3\%$ of the Said Apartment shall be payable or refundable at the rate on which such areas were sold/charged.

Due to plaster the size may vary in inches. Such claims shall not be entertained. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained / allowed.

That in case a particular unit is omitted due to change in the plan or the Company is unable to hand-over the same to the Allottee(s) for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the Allottee(s) or non-availability of alternate unit, the Company shall not be responsible to pay any damage or interest to the Allottee(s) whatsoever. Further, that the layout shown in the sales brochure is tentative and is subject to change without any objection from the Allottee(s).

In case during the course of construction and / or after the completion of the complex, further construction on any portion of the land or building or terrace becomes possible the Company shall have the exclusive right to take up or complete such further construction as belonging to which neither the Allottee(s) nor any of its representative / nominee(s) shall have no objections, notwithstanding the designation of any common area as limited common Areas or otherwise. In such a situation, the proportionate share of the Allottee(s) in the common area and facilities and limited Common areas and facilities shall stand varied accordingly. Further all the residuary rights in the proposed complex shall continue to remain vested with the Company till such time as the same or a part thereof is allotted, or otherwise transferred to any particular person / organization.

The Allottee(s) acknowledges that the Company has readily provided all the information / clarifications as required / demanded by the Allottee(s) but that Allottee(s) has / have not relied upon and is not influenced by any plans, brochures, advertisement, representations, warranties or estimates of any nature whatsoever relating to description or physical condition of the property and the Allottee(s) has / have relied solely on his / her / their own judgment and investigation in deciding to enter into this Allotment and is executing the present Allotment Agreement willingly without any coercion, undue influence or misrepresentation.

7. Club Membership / Operational Charges:

That in accordance with the development plan of the complex, the Company proposes to develop a club for the purpose of social activities, the recreational facilities shall be located within the Complex. It shall be the endeavor of the company that they are located in the best interest of the Allottee(s) and as such, the location of the same shall be final and binding. The recreational club with a splash pool, gym / health club is proposed to be provided in the complex. This Club may be developed simultaneously to or after development of the said Unit complex. The Allottee(s) shall be offered Membership of the recreational club in the complex at concessional rate or free of cost as the Company may decide at its sole discretion but will not have any ownership right on the club or the club lawns. The Allottee(s) will have to abide by the terms of the membership of the club including the payment of recurring annual / monthly charges as well as user charges.

On the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the club and other incidental factors effecting running and maintenance, including the Fee for professionals etc. the Allottee(s) shall pay charges as prescribed from time to time and also abide by rules and regulations formulated by the Company for proper management of the club.

In all cases the ownership of the club, recreational facilities, its equipments, buildings required construction, approaches, thereto and rights in the land underneath shall continue to vest in the Company irrespective of the fact that its management is with the Company and or its nominee or third agency appointed for the purpose or with the Allottee, and may be sold to any agency or individual as the case may be on any terms as the Company would deem fit and the Allottee(s) shall not interfere in the same.

8. Payment of Charges and Costs:

Individual electric meter, single point meter connection charges along with proportionate cost towards load sanction, water & sewerage connection charges, security deposits, prepaid billing & monitoring etc. shall be charged extra and shall be solely payable by the Allottee(s).

Registration expenses, stamp duty, legal charges, court fee, documentation / miscellaneous charges etc. shall be payable extra. The administration charges of ` 20 / - per sq. ft shall be payable extra by the Allottee(s).

On completion of the complex all the residential towers, other facilities like the club and other buildings will be insured by the reputed insurance company. The premium of the insurance coverage shall be payable by the Allottee(s) on per sq. ft. basis at the time of possession.

That the consideration amount of the Unit as mentioned herein above is final to which both parties have agreed and that there shall be **no escalation** after allotment / registration of the Unit.

THAT all charges payable to various departments for obtaining service connections to the residential units like telephone, electricity, IGL etc. including security deposits for sanction and release of such connections, as well as informal charges pertaining thereto, will be payable separately by the Allottee(s).

9. Parking Space:

That the Allottee(s) shall be provided open / covered car parking space for exclusive use in the said complex, but the Allottee(s) shall not have any ownership rights over the parking space allotted to him / her / them. The Two Wheeler / Cycles shall be parked in the same Parking space allotted to the Allottee(s). It shall be a right of use only which shall stand automatically transferred along with the transfer of the Unit. No commercial vehicles or other vehicles shall be parked in the premises. Parking space can not be used for any other purpose other than parking of vehicles like, for the pets/cattle(s), or as a storage space / dumping place or for keeping unusable goods, packing material, cartoons, crates etc.

10. Maintenance

- a. The Allottee(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the said complex / building may be handed over to the maintenance agency. The Allottee(s) agrees to enter into a maintenance agreement with the company of the maintenance agency appointed by the company for maintenance and upkeep of the Said Complex (including common areas, facilities and limited areas) and undertake to pay the maintenance bills / charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable / payable after thirty days from the date of issue of notice/offer of possession, irrespective of whether physical possession has been taken or not. The Allottee(s) shall pay and clear all dues at the time of possession.

That it shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) of the complex at the time of taking over of the possession.

That an interest free maintenance security deposit of ` 20 / - per sq. ft. on super area shall be paid by the Allottee(s) to the company before possession. The same shall be refunded back only to the Allottee(s) / Resident Welfare Association (**RWA**) at the time of handing over of maintenance services.

Further the general monthly maintenance charges of ` 4.25 per sq. ft. of the carpet area shall be payable by the Allottee(s) to the company / Maintenance Agency every month. The maintenance charges have been fixed in the context of the prices prevailing as on 01-01-2017, and the same shall be enhanced minimum @ 15% every year.

Further the monthly maintenance charges calculated on the above rate and the service tax payable thereon shall be deposited in advance for 24 months at the time of offer of possession of the flat.

The Company/maintenance agency may maintain the complex, subject to payment of maintenance charges, for a maximum period of twenty four months only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months if company continues the maintenance on the request of the Allottee(s) it shall be obligatory for the Allottee to bear the said charges on an actual basis.

Since the said plot is a part of the sport city and if any additional maintenance charges may be prescribed by the competent authority due to a sport city the same shall be payable separately by the Allottees.

- b. All common electricity, water charges and power back-up charges for running all the common services shall be paid by Allottee(s) on pro-rata basis of the Carpet Area, in addition to the charges mentioned above.
- c. The total running and maintenance costs of all the power back-up systems shall be borne by the Allottee(s) as per their usage over and above the general maintenance charges.
- d. Regulated kitchen gas supply will be supplied and maintained by a separate agency and they will charge the consumption of gas & maintenance / services charges separately.
- e. Moreover, the company / maintenance agency of the company will be entitled to effect disconnection of service to defaulting Allottee(s) that may include disconnection of water / power and power back-up connections, parking facilities and debarment from usage of any or all common facilities, within the complex.
- f. The company / maintenance agency may maintain the complex, subject to payment of maintenance charges for a maximum period of twenty four months from the date of completion of the whole complex or till the maintenance is handed over to the Allottee(s) / RWA / Maintenance Agency, whichever is earlier.
- g. On expiry of the above said period of twenty four months or at any time before or thereafter, the maintenance services of the complex shall be handed over to the residents, only if 75% of all the residents individually and specifically consents to the same and informs the company in writing to this effect.

- h. At the time of handing over of the maintenance of the complex to the Allottee(s)/RWA the balance deposit of sinking fund if any, shall be transferred to the respective Allottee(s)/RWA only. However, the allottees understands that the maintenance charges paid by them for 24 months while taking the possession of the unit which was escalation free and the builder was required to perform without any increase in maintenance charges for a continuous period of 24 months, after completing the said period of 24 months builder is not liable to give any account of such charges. The company / maintenance agency may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The maintenance shall be handed over to the residents, as per the provisions detailed in Para 10(g) above.
- i. The Allottee(s) specifically consents to sign the "Maintenance Agreement" with the company or with the agency undertaking the maintenance activity before taking over of possession for facilitating the running of required infrastructure facilities.
- j. Further, the maintenance agreement inter alia shall broadly contain the following.
 - The scope of maintenance.
 - The charges pertaining to the Maintenance of common facilities and services.
 - The period, the maintenance agency shall maintain the common services and facilities.
 - Maintenance of fire-fighting arrangement in the complex.
 - Maintenance of lifts.
 - Maintenance of centralized security of the complex.
 - Providing conservancy facilities.
 - AMC of firefighting equipment, lifts, pumps and motors, STP, power back-up system, transformer and electricity distribution systems, CCTVs, intercom and any other common facility etc (to be shared on pro-rata basis)
 - Running charges for power back-up (to be paid separately)
 - Other services originally provided in the complex.
- k. That the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do, nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit / s etc or violates the rules of bye-laws of the Local Authorities.
- l. That only common services like open / covered parking, basements, stilts, with its approaches shall be transferred to the RWA. The club, recreational facilities, storage spaces, servant rooms, central plaza, parks etc shall not be handed over to the Allottee(s) and will be owned by the Company, the company reserves the rights to allot membership for usage of recreational facilities to persons, other than the Allottee(s) of the premises, as may be deemed fit by the company.
- m. That the Allottee(s) will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of services conduits and the structure.
- n. That if before the expiry of 24 months as mentioned in Para 10(a) above, it is observed by the company that the Allottee(s) are not in a position or interested in taking over the maintenance of the common services after 24 months as stipulated, in that case company may at its sole discretion continue with the maintenance and the company reserves the right to revise the terms of the maintenance agreement. The decision of the company in this respect shall be final and binding. However, it is admitted, acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the company beyond 24 months except as stated above. However, the company if it so desires may discontinue the maintenance services ever before the expiry of the said 24 months period. In such event one month prior notice shall be served on the Allottee(s) / RWA.
- o.
 - i. The Allottee(s) shall pay an interest free contribution @ ` 20/- (Rupees: Twenty only) per sq. ft. of Carpet area to establish a replacement / sinking fund, at the time of possession. As and when any plant & machinery within the building or the complex including but not limited to generating sets, lifts, fire fighting arrangements, electric, sub-station, pumps, or any other plant / equipment of capital nature etc. require replacement and up gradation, the cost thereof shall be met out of the replacement / sinking fund. In case the funds available in the said replacement / sinking fund may not be sufficient to meet the requirement of the occasion for any such replacement, the company or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timing or cost thereof and the Allottee(s) agrees to abide by the same. A separate account of sinking fund shall be kept and rendered / displayed on the notice board. The balance amount of sinking fund at the time of handing over of the maintenance to the Allottee(s)/RWA shall be refunded to the respective Allottee(s)/RWA at that time.
 - ii. So long as the maintenance and replacement charges are paid regularly, as provided in these present, the Allottee(s) or anyone else lawfully claiming under him / her, shall be entitled to the usage of common facilities.

In default of such payments, irrespective of the fact that the Allottee(s) has paid securities, it shall not be open to the Allottee(s) to claim usage of any rights of the common facilities and that the company, in its sole discretion, shall be entitled to stop / deny the usage of such common facilities to the Allottee(s). The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee(s).

- p. The Allottee(s) agrees that all occupants of the complex including the commercial areas or any other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power back-up, sewerage, securities and house-keeping services, right of ingress and outgress, usage of parking facilities, usage of allotted limited areas etc. on payment of pro-rata maintenance charges. The residents shall not interfere in their usage so long as they are paying necessary maintenance / energy usage charges. In addition for common electricity & water charges shall be paid by them on pro-rate basis, as in the case of residential Allottee(s). All terms of the maintenance agreement shall apply to all concerned.
- q. The allottee agrees and understands that the company is not giving any warrantee or guarantee with regard to the equipments/appliances installed in the said apartment/building/complex. The guarantee and warrantee is of the manufacturer/supplier as per the terms and conditions mentioned in the warrantee/guarantee issued by the manufacturer and supplier with regard to equipments/ appliances. The guarantee/warrantee card issued by the supplier/manufacturer of all the equipments/appliances etc. provided in the said apartment will be handed over to the Allottee at the time of possession. Thereafter, the company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the said apartment. The company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operation defect or otherwise in the equipments/appliances installed in the said apartment. The Allottee agrees and understands that the company shall not be responsible for operation maintenance or for any consequence thereof.

11. Possession of Unit

- a. That the possession of Unit is proposed to be delivered by the Company to the Allottee(s) within 54 months from the date of completion of raft with a further grace period of 6 (Six) months, subject to **Force Majeure** Events as described in clause 25 beyond the control of the Company and upon registration of lease deed, provided all amounts due and payable by the Allottee(s) as provided herein have been paid to the Company. It is, however, understood between the Parties that various Blocks / Towers comprised in the Complex shall be ready and completed in phases and after the completion, the Units will be handed over to the respective Allottee(s) of different Blocks / Towers.
- b. Possession of the said unit shall be given to the Allottee(s) only after the receipt of the full consideration and all other payments / deposits at the time of execution of sub lease deed. For any delay in making any payment and charges due towards the Allottee(s), the Allottee(s) himself shall be responsible and the Company shall be at liberty to allot the same unit to any other applicant or dispose off at its will without any objection on part of the Allottee(s) as per terms and conditions of this Agreement. That the sub lease deed of the unit shall be executed in favour of the Allottee(s) by the Company after the entire payment and dues in respect of the allotment are cleared by the Allottee(s). The stamp duty and other registration charges shall also be borne by the Allottee(s).

That the Company shall give a notice/offer of possession to the Allottee(s) intimating the date on which the Company would give possession of the Unit to the Allottee(s) and the Allottee(s) shall himself or through its duly appointed attorney take over delivery of the Unit within such time as may be notified in the notice, the delivery of the Unit shall be deemed to have been taken by the Allottee(s) on the date indicated in the notice.

- c. That the possession period agreed upon is only indicative and the Company may offer possession before that date. The Allottee(s) has to take possession of the Apartment within 30 days of the written offer of possession from the Company failing which the Apartment shall lie at the risk and cost of the Allottee(s). Further, the Allottee shall be liable to pay holding charges at the rate to be intimated by the Company, in addition to his proportionate share of all the other charges, to the company for the period of delay in taking over actual possession of the Apartment after the expiry of the said period of 30 days.
- d. That the physical possession of the unit will be given only after execution of the tripartite sub-lease deed. Until the tripartite sub-lease deed as permissible in law is executed & registered, the Company shall continue to be the owner of the apartment. The allotment is non-transferable and does not give any rights, title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the apartment for all its dues that may become due and payable by the Allottee(s) to the Company.

12. Holding Charges / Penalty:

- a. That if the Allottee(s) fails or neglects to take delivery of the possession of the Unit within 30 days from the date of notice in terms of Clause 11 (d) issued by the Company, the Allottee(s) shall be liable to pay holding charges @ ` 10/- per sq. ft. per month of the carpet area, for the period the Allottee(s) does not take actual physical delivery / possession of the Unit. The holding charges shall be in addition to the amount payable by the Allottee(s) as his / their share of the Government or Municipal Taxes, Maintenance or other Administrative Charges, on a proportionate

basis, as determined by the Company or the Maintenance Agency, until the Allottee(s) has taken actual physical possession.

- b. That the Company would pay Penalty charges @ ` 10 / - per sq. ft. per month of carpet area for the period of delay in offering the possession of the said Unit beyond the period indicated in clause 11(a), save and except as for reasons beyond the reasonable control of the Company and Force Majeure events. These Charges would be adjusted in the payable consideration and charges to be found due at the time of Notice/offer for Possession and at the time of execution of the lease deed.
 - i. If, in case the schedule due payment / installment as accepted by the allottee against the cost of the flat is not paid to the builder by the allottee as per the due schedule and late payment interest is applicable on such delayed payments the company will not be liable to pay such penalty charges.
 - ii. Further, the Penalty Charges will not be applicable or to be paid by the Company if the Allottee(s) transferred his flat/apartment to new Allottee(s)/Buyer.m
- c. 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.

13. Change in Specifications / Carpet Area:

- a. That the specifications of the Unit are subject to change as necessitated during construction and in such an event material of equally good quality shall be used. That the opinion of Company's Architects on such changes will be final and binding on the Allottee(s).
- b. It is understood by the Allottee(s) that there can be any variations in the Carpet Area of the Unit or its location after completion of the construction work and in such an event no claim, monetary or otherwise, will be entertained or accepted by the Company, except that the original rate per sq. ft. and other charges will be applicable on any increase or decrease in the area. The Company shall be liable to refund in case of decrease in the area without interest the extra price and other additional proportionate charges recovered from the Allottee(s) and / or the Company shall be entitled to recover from the Allottee(s) the additional price and other proportionate charges, in case if the area increase at the time of possession without interest, as the case may be. The Allottee(s) shall satisfy himself in respect of the design, specifications, fittings etc. used by the Company in the Unit at the time of delivery of the possession of the Unit.
- c. Additional features available on payment: -
The Company at its discretion may construct servant rooms (or dormitories) and storage spaces within the complex for desirous Allottee(s). The consideration cost of these spaces will be charged extra.

14. Default:

The Allottee understand that allotment is on provisional basis and the Company may at its sole discretion decide to allot/not to allot any or all the Apartments in the Said Complex/Said Building to anybody or altogether decide to put at abeyance the project itself, for which the Allottee shall only have right to claim the refund of the amount paid by him/her alongwith simple interest @ 7.5% p.a. which is approx. the present bank rate for financial instruments involving maturity period of more than three years, from the date of receipt of the amount/s, and shall not have any other right to raise dispute and claim. The Allottee(s) shall not have any right/title/interest on the acceptance of the Allotment and receipt of the booking amount by the Company with this Allotment from the Allottee.

15. Terms and Conditions of NOIDA

- a. That the project is being executed by the Company on lease hold land which has been purchased by the Company from NOIDA Authority and approved by the NOIDA Authority for the development of Group Housing & Commercial project on the aforesaid purchased land.
- b. That upon the execution of the lease deed the Allottee(s) will be bound by all the terms and conditions of the Lease Deed executed between the Company and NOIDA Authority in respect of the aforesaid project land.
- c. That all taxes or charges, present or future, on land or building levied by any authority from the date of Sub-Lease Deed Registry of the land i.e. 20th October, 2012 shall be borne and paid by the Allottee(s).
- d. That the Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and horticulture. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by NOIDA / Competent Authority.

16. Rights and Obligations of the Allottee(s)

a. Fire Safety and Fire Fighting:

That the fire safety measures in the complex and unit will be provided as per the existing fire safety norms which includes sprinklers and smoke detection as per the NBC norms. However, due to any subsequent Central or Local legislation(s) / Government Regulations / orders or directives or guidelines it becomes obligatory on the part of the company to undertake additional fire safety measures, it is consented by the Allottee(s) that he / she shall be liable to pay proportionate charges in respect thereof.

That the Allottee(s) undertake to pay extra charges on account of Fire Fighting Charges (FFC) as demanded by the company, based on carpet area basis on the cost of service & material / consumables depending on the variation and cost prevailing at the time of offer of possession.

b. Express Rights:

That save and except in respect of the Unit to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or any kind whatsoever except right of ingress / egress over or in respect of Complex, open spaces, terrace(s), common areas, club, stilt and the basement of the Complex.

c. Common Area Possession:

That only common services shall be transferred to the RWA / Maintenance Authority. The services like the club, shopping, storage spaces, servant room, etc. will be owned by the Company and it may be sold to any agency or individual as the case may be on and any terms as the Company would deem fit.

That the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.

d. Electricity, Water and Sewerage Charges:

That the Electricity, Water and Sewerage connection charges shall be borne by the Allottee(s). That the Allottee(s) shall plan and demand its electrical load in conformity with the electrical systems installed by the Company. That the Allottee(s) undertakes to pay additionally to the Company on demand the actual cost of electricity, water and sewer consumption charges and / or any other charge which may be payable in respect of the said Unit. If any amount demanded for such dues will not be deposited in time, in that case penalty clause shall be applicable.

That the Allottee(s) undertakes to pay extra charges on account of External Electrification Charges (EEC) as demanded by the Company, on carpet area basis based on the cost of service and material/consumables as prevailing at the time of offer of possession.

i. The Allottee(s) agrees that the company may obtain single point electric connection for the whole complex from state authorities and shall enter into an arrangement of supplying power to the said complex in which the said apartment is located which shall be provided with a prepaid electric meter. The Allottee(s) further agrees that this arrangement of being supplied the power to individual Allottee(s) shall be provided by the company or its agency only through a separate energy distribution agreement, directly or through the company's agent. It is further agreed by the Allottee(s) that the company shall have sole right to select the site, capacity and type of power generating and supply equipment as may be considered necessary by the company. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society / association of apartment owners, the distribution of power / power back-up / energy system shall continue to vest with the company. for any reason whatsoever, if any malfunctioning in these installations is observed, the Company shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or in any manner be responsible for it, not shall be liable for any civil or criminal liability in this regard.

ii. It is further agreed and confirmed by the Allottee(s) that the company shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time which may not be limited to the rate charged by state electricity boards. The Allottee(s) agreed and confirms that he / she pay the amount based on the tariff to the company or its subsidiaries / affiliates directly or through the society / association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the company or its subsidiaries / affiliates. The Allottee(s) confirms and understands that such power generating or supplying equipment may during its operation cause inconvenience to the Allottee(s) and the Allottee(s) shall have no objection to the same. The Allottee(s) shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Company or its agency. The Allottee(s) shall not have the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period Allottee(s) continues to be the owner of the said apartment. The clause shall survive the conveyance of the apartment or any subsequent sale / re-sale or convincing thereof.

- iii. The transformer, DG Sets, electrical panels and any other installations shall be located within the complex. It shall be endeavor of the company that they are located in the best interests of the Allottee(s) and as such the location of the same shall be final and binding.
- e. **Entry of Regulations:**
Security arrangement is proposed to be provided in the Complex. Accordingly, the company / maintenance agency shall have a free hand to restrict the entry of outside persons into the complex. The provision of such security would not create any liability of any kind on the company / maintenance agency for any mishap resulting at the hands of any miscreants. The Allottee(s) indemnifies the company / maintenance agency against any losses or damages of all kinds that may be caused due to any manual / mechanical failure of any kind after the possession of the allotted unit.
- f. **Nuisance and Annoyance:**
That the Allottee(s) shall not use the Unit for any such activities, as are likely to cause nuisance, annoyance or disturbance to other occupants of the Complex or those activities which are against law or any directives of the Government or the local authority.
- g. **Lawns and Other Common Areas**
That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings or small functions, the same shall be used on cost sharing basis.
- h. **Permitted Use:**
The Allottee(s) shall always use the Unit for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or the assets of other occupants or the equipments in the Complex or use the Unit for any activity apart from residential and not put to use the Unit for any immoral or illegal activity.
- i. **Internal Security:**
It is expressly understood that the internal security of the Unit shall be the sole responsibility of the Allottee(s).
- j. **Unit's Interior Maintenance & Insurance:**
That the Allottee(s) shall carry out all the maintenance and interiors of the Unit at its own cost. The insurance of the Unit as well as the interior of the Unit shall be the responsibility of the Allottee(s) and the Company shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Allottee(s) or any act caused / occasioned / occurred by any third party.

The flat space along with connected structural parts of the complete building/complex and connected assets after possession shall be got insured by the Allottee(s) at his own cost. The Company after handing over of the possession of the said flat space shall in no way be responsible for safety, structure in the apartment whatsoever. The Allottee(s) will pay all charges towards insurance either by themselves individually or through the society collectively so formed for maintenance of the building
- k. **Signage:**
That the Allottee(s) shall not display any name, address, signboard, advertisement material, etc. on the external façade of the Unit / Tower as also the Complex.
- l. **Alterations in the Unit:**
That the Allottee(s) shall not make any such additions or alterations in the Unit so as to cause blockage or interruption in the common areas and facilities within the complex and / or to cause any structural damage to the main pillars, ceilings or any major construction within and outside the unit or cause any encroachment in the complex area or in the structure of the building(s) in the Complex. That the Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Company or the local authority in writing, if required. The Allottee(s), however, undertakes that it shall not divide / sub-divide the Unit in any manner. The Allottee(s) shall not change the colour and facade of outer Walls of his / her Unit.
- m. **Change of Nominee(s):**
That the Allottee(s) is entitled to get the name of his / her nominee substituted (spouse or blood relatives only) in his / her place, with prior approval of the Company, provided the Allottee(s) has paid at least 95% of the total Consideration or cleared all dues till that date of the Company, who may in its discretion permit the same on such conditions as it may deem fit and proper.
- n. **Transfer of Unit:**

In case the Allottee desires, transfer of allotment / ownership of unit, before registration / possession, a transfer of 4% (four percent only) of the total sale price as prevailing at the time of desired transfer alongwith the applicable transfer charges of Noida Authority shall be payable by the Allottee(s). Transfer of allotment / ownership shall however be permitted only after one year of Booking.

o. No Dues Certificate:

That the Allottee(s) shall not assign, transfer, lease or part with possession of the Unit without taking 'No Dues Certificate' from the maintenance agency appointed by the Company or Association as the case may be or the Company itself.

p. Terrace Rights:

The Allottee(s) shall have no terrace right except the common use along with other occupants or Allottee(s) of the units in the said complex.

The Company reserves the right to give on lease or hire any part of the top roof / terrace or to raise any further construction for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use / hire / lease the same for advertisement purposes or otherwise and the Allottee(s) agrees that he / she / they will not object to the same and will not make any claim on this account.

q. All Taxes, Levies & Impositions

The service tax or any other tax(s), GST, cess, levies, city development charges, additional farmer compensation any other additional levies or metro cess etc. imposed by the Government / Govt. agencies shall be paid by the Allottee(s). The Company shall not be responsible in any manner for any such impositions by the Government / Govt. agencies.

Further, if after 21st October, 2011 there is any additional compensation to the farmers or any other compensation as assessed and attributable to the Company (s) as a consequence of Government statutory or other local authority(s) order or any judicial order, the Allottee(s) will be liable to pay his/her/their share of such additional compensation.

Any taxes/fees/levies/cess etc. on the Complex after execution of the tripartite sub-lease agreement shall be payable by the Allottee alongwith all other Allottees or their subsequent transferees and the Company shall not be responsible for the same. The Allottee(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Allottee

17. U.P. Unit Ownership Act:

That the Allottee(s) undertakes to abide by all the laws, rules and regulations and the terms of Government orders including U.P. Unit Ownership Act or any other laws applicable earlier or made applicable hereafter to the said Unit / Complex and as amended from time to time.

18. Registration of Address:

That in case of Joint Allotment, all communications demand notices etc. shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him / her which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Company by Registered A.D. post about all subsequent changes in his address, if any failing which all demands notices and letters posted at the earlier registered will be deemed to have been received by him / her at the time when those should ordinarily reach such address.

19. Bulk Supply of Electricity:

That if the permission to receive and distribute bulk supply of electricity in the said Complex is received by the Company or its nominated Maintenance Agency or the Association, the Allottee(s) herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, the Allottee(s) shall execute a Power Supply Agreement and / or any other document as may be required for this purpose, containing requisite terms and conditions for smooth distribution of electricity supply prepaid system or any other suitable system shall be adopted for which all cost shall be borne by the Allottee(s).

20. Power Back-up:

The Company shall install additional equipments for Power Back-up facility in the said Complex. The recurring monthly costs shall be borne by the Allottee(s) as per actual / units consumed on the unit rates as decided by the Maintenance Agency / Company from time to time. However, the developer / agency may provide power back-up load (with extra cost) subject to availability for capacity up to 5 KVA subject to confirmation **before six months of completion**. It is however accepted by the Allottee(s) that the availability of the said Power Back-up facility shall be subject to regular payment of charges towards consumption charges per unit and fix charges per KVA as may be decided by the Company / Agency.

Note:- Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be final as opted in this booking application or on the final call by the Company.

Further the said Power Back-up facility is an additional feature. If the Allottee(s) disagree with the charges fixed by the Company / agency or any other reason whatsoever the Company / agency shall have the right to withdraw the above said facility except for common area services. Further, the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Company in the event of default on part of the Maintenance Agency / any other Company or body providing the same, to continue provide the same. In the event the Allottee(s) requires any further Power Back-up for its appliances / equipments, the Allottee(s) at its liability may install appropriate stabilizers / Uninterrupted Power Supply units within the Unit. That the Allottee(s) accepts that the Allottee(s) shall not claim any loss or damage, whether direct or consequential, from the Company / any other Company or body providing the same, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Company / any other Company or body providing the same.

21. Further Papers, Applications, Declarations etc.:

That the Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance and do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other Unit Owner's in the Complex.

22. Representations and Obligations of the Company:

The Company shall undertake to allow the Allottee(s) to hold, use and enjoy the Unit and every part thereof without creating any unreasonable interruption either by itself or by any person or person claiming under, for or on its behalf.

That in case the Allottee(s) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:

- a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- b. The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Allottee(s).
- c. The Company has the right to raise the finance from any Bank / Financial Institution / Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favour of the one or more of such institutions and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction / development of the complex, notwithstanding the foregoing the Company shall ensure to have any such charge, if created, vacated on completion of the Project / Complex or before execution of the document as contemplated in Para 25 herein below.
- d. **Declaration:**
That the Company shall file the Declaration in respect of the Complex in accordance with the provisions of the U.P. Unit Ownership Act and cause the same to be registered as required by law.

23. Indemnity:

That the Allottee(s) shall abide by the terms and conditions of the Allotment and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Allottee(s), the Allottee(s) shall indemnify the Company for such act which has occasioned the loss

24. Undertaking by The Allottee(s):

- a. That the Unit Allottee(s) has fully satisfied himself / herself about the interest and the title of the Promoter / Developer / Company in the said land on which the Unit as a Group Housing Scheme will be constructed and has understood all limitations and obligations in respect thereof. And, there will be no more investigation or obligation by the Unit Allottee(s) in this respect.
- b. That this Allotment is subject to the terms & conditions detailed herein all the terms and conditions mentioned in the previous advertisements, price list, brochures or any other sale document shall be treated as null and void and not binding upon the Company. This cancels all previous Allotment Letters issued against the Allotment of this unit or any other unit by the Company.

25. Force Majeure Events:

- a. The Company shall make best efforts to deliver possession of the Unit to the Allottee within the period specifically described in the Allotment Letter with a grace period of 6 (six) months. If the completion of the Unit is delayed by reason of non-availability or scarcity of steel and / or cement and / or other building materials and / or water supply

and / or electric power and / or slow down strike and / or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or flood or any act of God or if non-delivery of possession is as a result of any Law or as a result of any restrictions imposed by a Govt. Authority or delay in the sanction of building / zoning plans / grant of completion / occupation certificate by any Govt. Authority or for any other reason beyond the control of the Company. The Company shall be entitled to a reasonable extension of time for delivery of possession of the Unit.

- b. Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation / damages / loss of profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Company. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the Unit for the purposes of this Clause.
- c. It is hereby clarified that the total construction period as stipulated in clause 25 (a) herein shall stand automatically extended, without any further act or deed on the part of the Company by the period during which a Force Majeure Event occurs. Provided that the Company shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.

26. Execution of Sub Lease Deed:

That the Company shall execute the appropriate documents with regard to execution of agreement to sell, buyer agreement, indenture of sub lease or Tripartite sub-lease, as the case may be on such format as may be prescribed by the Developer and / or Noida and cause it to be registered in favour of the Allottee(s) after completion of construction of the Unit and after receipt of the full consideration and / or other dues or charges mentioned herein from the Allottee(s).

That all expenses towards execution of the Documents / Lease Deed including any statutory charges, stamp duty, registration expenses, miscellaneous or other additional charges, if any payable under law or demanded by any authority shall be paid and borne by Allottee(s).

27. General Terms & Conditions:

- The Allottee agrees that in case the Allottee is an NRI or non-resident / foreign national of national origin / foreign nationals / foreign companies, then all remittances, acquisitions / transfer of the Said Apartment, any refund, transfer of security etc, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserves Bank of India or any other applicable law and it shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard. That it is agreed by & between the parties that any legislation which is introduced shall be prospective in nature and not effecting the terms and conditions as detailed herein to which the parties any contractually bound.

- That the correspondence address given in the allotment letter shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter. All demand notices, letter etc. posted at the given address shall be deemed to have been received by the Allottee/s.

That in case of joint application, the Company may, as its discretion, without any claim from any person deem correspondence with any one of the Joint Allottee(s) sufficient for its record.

All demand notices, letters etc posted at the given address shall be deemed to have been received by the Allottee(s). The company shall not be required to obtain any further proof of the delivery of a communications addressed to the Allottee(s).

- That the Allottee(s) shall not use or be allowed to use the unit for any non-residential purpose or any commercial activity or any other activity that may cause nuisance to other Allottee(s) in the complex.
- That all natural products such as marble stones, tiles, timber and paints etc may have variations in texture, color behavior and surface cracks etc.
- That there shall be no waiver of the rights, available herein to the company, its assignees, nominee(s) or the Maintenance service provider, for any delay or failure by them to exercise any right, remedy, power and privilege under this agreement shall not constitute a waiver of their right or remedy or waiver of any other or previous rights of remedies or of the right thereafter to enforce each and every provision.
- The Allottee(s) agrees that the company shall at all time have the right to transfer ownership of the said complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal or any other arrangements as may be decided by the company without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objection in this regard whatsoever.
- If any provision of this Agreement shall be determined to be void or unenforceable laws, such provisions shall be deemed amended or deleted in so far as is reasonable inconsistent with the purpose of the agreement and to the

extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.

- That the headings / captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter / clauses in this Agreement shall be derived by reading the various clauses in the Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
- Any notice or letter of communication to be served on in either of the Parties by the other shall be sent by prepaid recorded delivery or registered post / courier or by fax at the address shown here above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by electronic mail. However, any change in the address of the Allottee(s) shall be communicated to the Company via registered post / courier within seven days of such change of address.
- **We are proceeding towards Real Estate Regulatory Authority/RERA of Uttar Pradesh region as per the real estate (Regulation and Development) Act 2016. Accordingly the terms and conditions of this document will be changed replaced/ amended as per the guidelines of RERA which will be acceptable to the company and the allottee. The such addendum of this document will be the part of this allotment letter.**
- This agreement shall be governed by the construed in accordance with the laws of India.

28. Breach:

That if the Allottee(s) fail to perform or observe all or any of the stipulations contained herein, the Company shall have the right to cancel the Allotment and the Earnest / Registration Amount along with the accrued interest on delayed payment till the time of breach, if any, shall be retained by the Company.

29. Arbitration:

The Allottee agrees that in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee and the company before resorting to any course, the matter shall be referred for adjudication under the Arbitration and Conciliation Act, 1996, or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be held at Delhi only. It is also agreed that the matter will be referred for adjudication, on the request of the Allottee a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon both the parties.

30. Declaration:

I / we have fully read and understood the above mentioned terms and conditions and do hereby agree to abide by the same. I / we understand that the terms and conditions given above are of indicative nature with a view to acquaint me / us.

For and on behalf of

M/s. Golfgreen Mansions Pvt. Ltd.

ALLOTTEE(S)

(Authorized Signatory)

Annexure-
"A"**Payment Schedule - Special Payment Plan****Applicant Name :****Flat No:**

Super Area Sq. Ft.

Co Applicant :

N.A

Super Area Sq. Mtr.

Carpet Area Sq. Ft.

Carpet Area Sq. Mtr.

(Figures in Rs)

S. N.	Installment	Due Date	Total B.S.P.	PLC	IFMS	Other Charges	Net Ins.
1	At the Time of Booking			-	-	-	
2	Within 60 Days from Booking			-	-	-	
3	At the time of 15th Floor Casting	-		-	-	-	
4	At the time of 20th Floor Casting			-	-	-	
5	At the time of offer of Possession**	-		-	-	-	
			-	-	-	-	

Note:

- ** The above mentioned figures are just for computation purpose. The amount of final installment will be intimated at the time of possession.
- No Separate Letter for Reminder of Due Installments will be Sent.
- Please Pay Your installments before Due Date to avoid interest on amount due.
- Any Other Extra Charges Shall be intimated at the time of possession.

At the Time of Booking	10% BSP
Within 60 Days from Booking	30% BSP
At the time of 15th Floor Casting	20% BSP
At the time of 20th Floor Casting	20% BSP
At the time of offer of Possession**	20% BSP + IFMS + Lease Rent + Parking + Other Charges

The Company**Allottee(s)**

SPECIFICATIONS

Structure	Earthquake resistant RCC framed structure designed by highly experience engineers with ALUMINUM FOAMWORK.
Flooring	Drawing/Dinning Vitrified Tiles, Wooden Flooring in Master Bedroom & Vitrified Tiles in other Bedrooms. Anti Skid Ceramic Tiles in kitchen, toilet & balcony. All staircase and common lending to be of Marble/Kota Stone/Tiles.
Wall Finish	POP in all Drawing/Dining, All Bedrooms & Kitchen, all wall surfaces with Plastic Paint or equivalent, Master Bedroom one wall with “WALL PAPER” finish.
Exterior	Excellent Weather proof and permanent finishes of pleasing shades.
Toilet	Provision for hot & cold water system. Glazed Tiles in pleasing colours on wall upto door level. European W.C. Paryware/Hindware/Cera/Somany or equivalent of white shade, Vanity for all toilets, washbasin in study room toilet, All taps to be chrome plated of Jaquar/Parko/Marl or equivalent make, False ceiling with E-board.
Kitchen	Granite working platform, 2 ft.high glazed ceramic tiles, stainless steel sink, independent R.O. system and provision of utility balcony with electric point for washing machine.
Electrical	Electrical (Copper) wiring to be as per I.S. code, modular switches with switch plates, circuits to have M.C.B. of approved make T.V. & Telephone outlets will be provided in drawing/dining and bedrooms.
Door & Window	Entrance Door – 8ft high polished hard wood frame, laminated flush door. Internal Door – 7ft high polished hard wood frame, European style door with polish. External Sliding Door – UPVC/Powder Coated Aluminum. Kitchen Door & Window - Aluminum composite powder coated with anodized aluminum hardware. Toilet Window - Aluminum composite powder coated with anodized aluminum hardware along with additional one wire mesh panel.
Fixture & Fittings	Tube lights in drawing/dining and all bedrooms. Provision of intercom facility for security.
Water Supply	Underground & over head water tank for adequate water supply in each block.
Lift Lobby	Secured Gated Community with Intercom, CCTV at entrance lobby at Ground Floor.
Power Back UP	100% DG Power Back Up for all the common areas.