



ELITE GOLF GREENS

— SECTOR 79, NOIDA —



Application for booking of an apartment in ELITE GOLF GREENS,
Plot No: SC-01/D4, Sector-79, Noida (U.P)



M/s Golfgreen Mansions Pvt. Ltd.

Corp Off :-H-58, Sector-63, Noida,(U.P.)

Date: _____

Dear Sir/Madam

I/We the below detailed applicant(s) hereby apply for the residential apartment as per details given herein in your project "ELITE GOLF GREENS" situated at Plot No.SC-01/D4, Sector-79, Noida, Uttar Pradesh.

- a) I acknowledge that the company has provided all the information and clarifications as sought by me and I am fully satisfied with the same. I have relied on my own judgment and conducted an inquiry before deciding to apply to book the said apartment. I have neither relied upon nor influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said apartment/complex. The sample flat constructed at site is not in accordance with the structural drawings of the building hence it does not have the beams & columns and therefore construction of the actual apartment shall not be compared with the sample flat. The fittings, fixtures, finishing and other items provided in the actual apartment shall also not be compared with the sample flat. This application is complete and self contained in all respects. No oral or any written representation or statements shall be considered as constituting part of this application.
- b) I agree to execute the prescribed allotment letter on the company's standard format and abide by the terms and condition contained therein, which interalia include stipulation of period/date for delivery of possession of the said apartment which shall be subject to force majeure and other circumstances beyond reasonable control of the company and timely payments as per the agreed and approved payment plan of the total sale consideration and other charges by me. I have fully gone through and understood the terms and conditions of the allotment letter and confirm and accept the same. I am also fully satisfied with the disclosure made.
- c) It is requested that the applicant(s) may be allotted an apartment along with an exclusive right to use parking space(s) (hereinafter defined as part of independent area) in the said complex as per the company's:
Down Payment Plan ☐ Special Payment Plan ☐ Easy Payment Plan ☐ Timely Payment Plan ☐ Other Plan ☐
- d) The applicant(s) encloses herewith a demand draft/cheque nodated drawn onin favour of the company payable atfor a sum of Rs.....(Rupees.....only) as earnest money.
- e) The applicant(s) agrees that if the company allots the said apartment (hereinafter defined) then the applicant(s) agrees to pay the total price of the said apartment (hereinafter defined) and all other amount(s), charges and dues in accordance with the payment plan opted by the applicant(s) as contained in this application/agreement and/or the letter of allotment to be executed on the company's standard format and/or as and when demanded by the company and agrees to abide by the terms and conditions hereof and/or the said letter of allotment.
- f) The applicant(s) has clearly understood that by submitting this application, he does not become entitled for final allotment of the said apartment in the said complex notwithstanding, that the company might have issued a receipt in acknowledgment of the money tendered by him with this application. The applicant(s) further understands that allotment of the said apartment in his favour shall be confirmed by issuance and execution of the allotment letter with respect to the said apartment. If the applicant(s) fails to execute the allotment letter within 60 (Sixty) days from the date of dispatch of information for execution thereof, in that event the company shall have discretion to treat this application as cancelled and on such cancellation, the earnest money (hereinafter defined) along with the non-refundable amounts (hereinafter defined) shall stand forfeited. If for any reason, the company is not in a position to finally allot the said apartment within a period of 1 (one) year from the date of this application, the company shall refund the amount deposited by the applicant(s) with simple interest @7.5% per annum. The applicant(s) understands that the company shall have no other liability of any kind except to refund the amount as aforesaid.
- g) The applicant(s) agrees to abide by the terms and conditions of this application including those relating to payment of total price and other deposits, charges, rates, taxes (hereinafter defined) cesses, levies and forfeiture of earnest money and non-refundable amount(s) as laid down herein and/or in the allotment letter.
- h) Notwithstanding anything contained herein in this application, the applicant(s) understands that the application will be considered as valid and proper only on realization of the amount tendered with this application.

Signature of First applicant

Signature of the Co-applicant(s)



ELITE GOLF GREENS

SECTOR 75, NOIDA

Particulars of the applicant(s) are given below for Company's reference and record:

1. (i) SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.

S/W/D of

Nationality D.O.B.

Occupation/Profession

Residential Status: Resident/Non-Resident ☐ Foreign National of Indian Origin ☐

PAN

Permanent Address

Correspondence Address

Office Name Designation

Mobile Tel. No. E-mail ID

(ii) JOINT OR CO-APPLICANT

Mr./Mrs./Ms.

S/W/D of

Nationality D.O.B.

Occupation/Profession

Residential Status: Resident/Non-Resident ☐ Foreign National of Indian Origin ☐

PAN

Permanent Address

Correspondence Address

Office Name Designation

Mobile Tel. No. E-mail ID

OR

*M/s a partnership firm duly registered under the Indian Partnership Act 1932, through its partner Mr./Mrs./Ms. authorised by resolution dated (copy of the resolution signed by all Partners required). PAN/TIN: Registration No.

OR

*M/s a Company within the meaning and provisions of the Companies Act, 2013, having its corporate identification no and having its registered office at through its duly authorised signatory Mr./Mrs./Ms. authorised by Board Resolution dated (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN:

(*Delete whichever is not applicable)

Signature of First applicant

Signature of the Co-applicant(s)

2. DETAILS OF THE UNIT APPLIED FOR

Block No. _____ Unit No. _____ Floor _____ Super Area Unit _____ Sq.ft. _____ Sq. Mtr _____
Carpet Area Unit _____ Sq.ft. _____ Sq. Mtr _____

1 SQ.MTR = 10.764 SQ.FT.

3. SALE CONSIDERATION

i) Basic Sale Price (BSP): @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

ii) Preferential Location:

a. Floor PLC @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

b. Park/Pool/Road facing @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

c. Corner @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

Total = Rs. _____

iii) Car Parking Slots (Mandatory):

Open Parking @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

Covered Parking (Single) @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

Covered Parking (Double Bay) @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

Stilt Parking (Single) @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

Stilt Parking (Double Bay) @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

Total Car Parking Cost = Rs. _____

Others Charges (One time non-refundable):

i) Lease Rent @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

ii) Interest Free

Maintenance Security @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

iii) Power Back-up Charges

(1 KVA Mandatory) @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

iv) Club Membership Charges

(per flat) @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

v) Provision for Gas Pipeline @Rs. _____ Per Sq.ft. x _____ Sq.ft. = Rs. _____

Total Other Charges = Rs. _____

Total Consideration = Rs. _____

Payable on Possession

I/We the applicant (s) do hereby declare that my application for allotment of a unit to the seller is irrevocable and the above particulars/information/details given by me are true and correct and nothing material has been concealed therefrom. In case of any false or misleading information provided by the applicant(s), the seller shall be entitled to forfeit the amount deposited by the Applicant.

Signature of First applicant

Signature of the Co-applicant(s)

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Payment Plan: _____ Payment received vide Cheque/DD No. _____ Dated _____
 Drawn on _____ for Rs. _____
 (Rupees _____ Only)
 Provisional booking Receipt No. _____ Dated _____
 Mode of Booking - Direct/Authorized Agent ('AG') - if AG, details _____

Receiving/Dealing Officer:

Name: _____

Signature: _____

Date: _____

Authorized Agent: (If Any) (Stamp)

Name: _____

Signature: _____

Remarks: _____

Check List for Receiving Officer:

- 1 Booking Amount by Cheque / Draft. (Payable in Delhi NCR/at par).
- 2 Customer's Signature on all pages of the application form.
- 3 Pan No. & Copy of PAN Card /Undertaking Form No. 60.
- 4 Address proof: Copy of Aadhar Card/ Passport/Voter ID/ Electricity Bill.
- 5 For Companies: Memorandum & Articles of Association including Incorporation Certificate and certified copy of Board Resolution.
- 6 For Foreign Nationals of Indian origin: Passport Photocopy/Funds from NRE/FCNR A/c.
- 7 For NRI: Copy of Passport & Payment through NRE/NRO A/c.

BASIC PRICE IS EXCLUSIVE OF:

1. Conveyance Deed Registration charges/fees, cost of stamp papers, documentation fees, official fees and other informal charges.
2. All additional items such as Parking, Installation charges for Power back-up, membership charges for Club and monthly usage charges of club facilities.
3. Provision of Gas Pipeline.
4. Sinking Fund @ Rs. 20/-per Sq.ft (Rupees Twenty per Sq.ft. only) for Carpet Area of the apartment.
5. Necessary payment required for External electrification, Water connection charges, Sewage connections & Fire fighting installation charges.
6. IFMS and Maintenance Charges.
7. One Time Lease Rent.
8. Individual Electric Meter Connection charges as applicable.
9. All rights on terraces, basement, stilts, club etc, shall vest with the builder.
10. Taxes, impositions of levies or duties, service tax as applicable, insurance charges, imposed by the local authorities for sale of the said apartment and any change in Govt. taxation or levies will be charged extra.
11. Any other charges as referred in the Allotment Letter.

Signature of First applicant

Signature of the Co-applicant(s)

Terms & Conditions forming part of Booking Application for an apartment at ELITE GOLF GREENS. The terms and conditions given below are merely indicative and are more comprehensively set out in the allotment letter, which upon execution shall supersede all previous documents. The applicant(s) shall sign all the pages of this application in token of the applicant(s)'s acceptance of the same: -

Definitions & Interpretations

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

"Additional PLC" means the charges payable in addition to the Basic Sale Price (BSP) for the said Apartment being additional preferentially located, calculated on per sq. feet basis for Carpet Area of the said Apartment.

"Allotment letter" means the apartment buyer's agreement to be executed by the Applicant(s) and the Company on the Company's standard format.

"Applicant(s)" means person(s), applying for allotment of the said Apartment, whose particulars are set out in this Application and who has appended his signature in acknowledgment of having agreed to the terms and conditions of this Application.

"Application" means whole of this Application Form including all annexure, schedules, terms and conditions for allotment of the said Apartment in the said Complex.

"Built Up Area" The built up area of individual tenements is the area of apartment from wall to wall and the inner measurements of the tenement at floor level including the column offset, wall thickness, half area of common walls and the full area of balcony(ies), cupboard(s) space, projection(s), full area of the attached terrace(s) at the same floor, if any, accessible, internal projections including private terrace(s) and the door/window jambs, service shafts and will also include the detached habitable area, if any, such as servant's room, mezzanine floor, area of double heights, if any, etc. for exclusive ownership.

"Company" means M/s Golfgreen Mansions Pvt. Ltd., having its Corporate office at Office H-58, Sector-63, Noida, Gautam Budh Nagar, Uttar Pradesh and Regd. Office at 55, Surya Niketan, Delhi- 110092 and includes its affiliates, sister concerns, subsidiary(ies), associate(s) and holding company.

"Common area of the project" Area pertaining to the electric sub- station, control panel room, installation area of transformers and DG sets, guard rooms, guard towers, entrance and exit of the Complex, water supply, treatment plants, pump houses, sewerage system and STP, EPABX system, common toilets for guards and drivers etc, rain water harvesting system and all other recreational facilities etc.

The common areas as defined above shall be distributed on proportion basis on all the apartments of the Complex. This share of the limited common area and the share of the common area shall be added to the built up area which shall form the SUPER AREA of the Apartment.

"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.

"Earnest Money" means 10% of the Total Price of the Said Apartment payable by the applicant(s).

"Force Majeure" means any event or combination of events or circumstances beyond control of the Company which cannot (a) by exercise of reasonable diligence, or (b) despite 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.

Signature of First applicant

Signature of the Co-applicant(s)

- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- (f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the 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 Government or any other authority or if any competent authority (ies) refuses, delays, withholds, denies grant of the necessary approvals for the Said Complex/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.
- (h) Any event or circumstances analogous to the foregoing.

"Independent areas and facilities" the areas for shops, convenient stores, restaurants / bar and kitchen their approaches and spaces appurtenant to these in the club complex, ownership of all parkings in the complex, all right in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the Super Area shall vest with the company. The company shall be free to dispose off the same on such terms and conditions as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent area or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the applicants who booked an apartment in the Complex.

"Limited Common Areas" means all facilities to be used by all the apartment owners of the block, such as all walls, the foundations, columns, column thickness, girders, beams, supports, main walls, roofs, halls, entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts (excluding those service shafts as already included in the built up area, defined hereinabove), fire escapes and pro-rata impartible and undivided share in the land area underneath the block. These limited common areas pertaining to an individual block shall be divided among the apartment owners of the block on an equal basis of the total built up area of that block.

"Maintenance Charges" means the charges to be paid by the Applicant(s) for maintenance and upkeep of common area, services and facilities of the Said Complex/Said Building payable as per the payment plan to the Company or to the designated Maintenance Agency at prescribed rates for the Carpet Area of the Said Apartment, payable on monthly basis, along with the areas appurtenant to the apartment.

"Maintenance Agency" means the person(s) who shall carry out the maintenance and upkeep of common area, services and facilities of the Said Complex/Said Building and who shall be responsible for providing the maintenance services within the Said Complex/Said Building, which can be a Company or association of apartment owners or such other agency/body/company to whom the Company may handover the maintenance of the Said Complex, at the Company's sole discretion.

"Non Refundable Amount" means interest paid or due on delayed payments, brokerage paid by the Company and any loss due to reduction in the Market price, if any, etc.

Signature of First applicant

Signature of the Co-applicant(s)

"PLC" means charges for the preferential location of the Said Apartment payable/as applicable to be calculated on the per sq. ft./per sq. mtr. basis for Carpet Area of the Said Apartment, as mentioned in para no. 3 (Detail of Pricing) of this Application herein above.

"Said Apartment" shall mean the specific apartment applied for by the Applicant(s) in the Said Complex, details of which have been set out in the Application and includes any alternative apartment, if allotted to the Applicant(s) in lieu of the Said Apartment.

"Said Building" means the building in the Said Complex, as mentioned in this Application in which the Said Apartment may be located.

"Said Complex" means the complex to be developed on the Said Land under the name and style of as per the building plans as approved by the competent authority, comprising of high rise residential apartments, buildings, club house, etc.

"Said Land" means the land admeasuring approximately 25,000 sq. mts.

"Super Area" the Super Area shall comprise of the built up area of the Said Apartment, interest on equal basis in the Limited Common Areas and interest on equal basis in the common areas pertaining to an individual block shall be divided among the apartments owners of the block on an equal basis of the total Super Area of that block.

"Taxes" shall mean any and all taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Building/Said Complex as levied by Govt.

"Total Price" means the amount indicated in Para No. 3 of this Application, which includes Basic Sale Price, PLC (View/Floor/Corner as applicable) power back up but does not include other Amount(s)/charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application, including but not limited to:

- i. Maintenance Charges, Additional PLC (in case the flat gets preferentially located at a later stage) as defined in clause 10©, municipal tax on the Said Apartment.
- ii. Stamp duty, conveyance deed registration fees and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the applicant(s).
- iii. The cost of prepaid electric meters for the Said Apartment, along with required accessories.
- iv. Cost of additional parking space(s) available, if any, allotted to the Applicant(s) at a later date, on his demand.
- v. Any other charges that may be payable by the Applicant(s) as per other terms of the Application and such other charges as may be demanded by the Company.
- vi. Interest free maintenance security deposit @ Rs. 35/- per sq. ft for the Carpet Area of the Said Apartment.
- vii. Sinking Fund @ Rs. 20/- per sq. ft for Carpet Area of the Said Apartment.
- viii. Administrative Charges @ Rs. 20/- per sq. ft for the Carpet Area of the Said Apartment.
- ix. External Electrification Charges (EEC) & Fire Fighting Charges (FFC).
- x. All rights on basement(s), stilts etc, shall vest with the builder unless allotted separately.
- xi. Service tax or any other tax as applicable/levied from time to time.

Which Amount(s) shall be payable by the Applicant(s) in accordance with the terms and conditions of the application/allotment and as per the demand raised by the Company from time to time.

For all intents and purposes and for the purpose of terms and conditions set out in this application, singular includes plural and masculine includes feminine gender.

Signature of First applicant

Signature of the Co-applicant(s)

The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) with the terms and conditions as comprehensively set out in the Allotment Letter/Sub-lease deed which upon execution shall supersede the terms and conditions set out in this application.

1. The Applicant(s) has applied for allotment of the Said Apartment and is fully aware of limitations, restrictions and obligations of the Company in relation to and in connection with the development/construction of the Said Apartment/Said Building/Said Complex and has also satisfied himself about status/title/interest/rights of the Company over the land on which the Said Apartment/Said Building/Said Complex is being developed/constructed and has understood all the constraints of the Company in respect thereof. The Applicant(s) confirms that no further inquiry in this regard is required by the Applicant(s). The Applicant(s) confirms that this application is irrevocable and cannot be withdrawn.
2. The Applicant(s) shall pay the Total Price of the Said Apartment in accordance with the payment plan opted by him and in addition the Applicant(s) shall also be liable to pay all other amount(s), charges and dues mentioned in this application and/or the allotment letter in accordance with the demand raised by the Company from time to time. The Applicant(s) agrees and understands that the Total Price of the Said Apartment and other charges are calculated on the basis of Carpet Area of the Said Apartment which is tentative and cost for any increase or decrease, over and above $\pm 3\%$, thereof, shall be payable or refundable at the rate mentioned in this application. It is further understood by the Applicant(s) that the definition of Carpet Area shall be more clearly defined in the allotment letter, and the Applicant(s) agrees and affirms to be bound by the same.
3. Subject to the other terms and conditions of this application/allotment, on and after the payment of Total Price, and other charges and dues as per the application/allotment letter, subsequent only to the execution and registration of the sub lease deed with the competent authority the Applicant(s) shall have:
 - (i) Ownership of the apartment area of the Said Apartment.
 - (ii) Undivided interest and right to use common areas, services and facilities as described herein above along with all apartment owner(s) of the completed Complex.
 - (iii) exclusive right to use the parking space(s) allotted against payment; and
 - (iv) Undivided proportionate interest in the land underneath the said building calculated in the ratio of Carpet Area of the said apartment to the total Carpet Area of all completed apartments and independent areas in the said Complex.
4. The Applicant(s) shall not have any right in any basements, stilts, commercial premises, shops, community centers/club and any other built up area not accounted for in the Carpet Area etc., if any, along with the required approaches and spaces appurtenant thereto, constructed in the said Complex. The Company shall be free to dispose of the same on such terms and conditions as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of shops, commercial premises, community centers/Club, etc. or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the Company may deem fit in its sole discretion without any interference from any of the applicants who booked an apartment in the said Complex.
5. (a) The common areas, facilities, undivided interest of each apartment owner in the land underneath the building as decided by the Company or else specified by the Company in any declaration (which may be filed by the company in compliance of the act) shall be conclusive and binding on the applicant(s). The applicant(s) agrees and confirms that the applicant(s) rights, title and interest in the said apartment, common areas, facilities and the undivided interest underneath the building shall be limited to and governed by

Signature of First applicant

Signature of the Co-applicant(s)



ELITE
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what may be decided or specified by the company in such declaration. The applicant(s) shall be required to join the society, association of the owners of the apartment, and the applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may deem necessary by the company in its sole discretion for this purpose.

(b) The applicant(s) agrees that the company may in its sole discretion and for the purpose of complying with the provisions of the act as amended upto date or any other applicable laws substitute the method of calculating the undivided proportionate interest in the land underneath the said building and in common areas and facility and independent areas in any declaration with respect to the said apartment.

6. Common areas electricity, water charges and other common facility charges shall be payable on monthly basis by the applicant(s) on equal basis as per actuals.
7. Electricity, power back up and replacements if any are to be paid separately as per actuals.
8. The applicant(s) agrees and understands that in addition to total price the applicant(s) shall be liable to pay all applicable taxes. A sum equivalent to the proportionate share of taxes shall be paid by the applicant(s) to the company. The proportionate share shall be the ratio of the Carpet Area of the said apartment to the total Carpet Area of all the apartments, other buildings, shops, club/community hall etc., in the said complex.
9. The company has already received the sanctions for building plans from the competent authorities. In future with the permission of the competent authorities the approved plans may be revised to cater for additional/permissible F.A.R by modifying the layouts, no. of stories etc. The Applicant hereby tenders his unconditional consent for revision of the approved plans due to the aforesaid.
10. The applicant(s) agrees that in future, if due to change in the layout plan/ building plan of the said complex/said building/said apartment:
 - (a) The said apartment seizes to be preferentially located then only the amount of PLC, paid by the applicant(s) shall be refunded without any interest and such refund shall be made/adjusted in the last installment as stated in the payment plan opted by the applicant(s).
 - (b) If the said apartment subsequently becomes preferentially located, the applicant(s) shall pay PLC of the apartment to the company as applicable and as demanded by the company.
 - (c) If the said apartment subsequently becomes additionally preferentially located, the applicant(s) shall pay additional PLC to the company in the manner as demanded by company.

The applicant(s) understands that in case of change in the location of the said apartment due to change in the layout plan/building plan of the said complex/said building/said apartment or otherwise, the applicant(s) shall have no other right or claim as mentioned herein above.

11. The price of the said Apartment mentioned in this application is inclusive of the cost of providing electric wiring, switches, in all the rooms, toilets and kitchen, balconies, ceiling light fitting in common passages in each apartment and fire fighting equipments only as prescribed in the existing fire fighting code/regulations. In addition to that for common areas and services price of the flat does not include the cost of prepaid electric meter which shall be got installed by the intending applicant(s) at his/her own cost, of Rs. Fifteen Thousand only alongwith applicable service tax towards the installation of such meter, through the Company. If however, due to any subsequent legislation/government order or directives or guidelines or if deemed necessary by the company or of its nominees, additional fire measures or it is necessitated for installation of such other equipment then the applicant(s) agrees to pay for the additional expenditure incurred thereon on pro-rata basis along with other applicant(s) as determined by the company in its absolute

Signature of First applicant

Signature of the Co-applicant(s)

discretion. Also it has been understood that the allottee(s) undertake to pay extra charges on account of External Electrification Charges (EEC) @ Rs.85.00/- per sq. ft & Fire Fighting Charges (FFC) @ Rs. 85.00/- per sq. ft for Carpet Area of the said Apartment.

12. The total price includes the cost of equipments/appliances as mentioned in specifications. All the equipments/appliances provided in the said apartment/said complex are mainly indicative and subject to change. The applicant(s) further agrees and understands that the company shall have the option to choose the brand of equipments/appliances to be installed and the applicant(s) shall have not the right to raise any dispute or claim with regard to the brand installed by the company in the said apartment/complex.
13. The applicant(s) agrees and understands that the company is not giving any warrantee or guarantee with regard to the equipments/appliances installed in the said apartment. The guarantee and warrantee is of the manufacturer/supplier as per the terms and conditions mentioned in the warrantee/guarantee card 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 applicant(s) 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 applicant(s) agrees and understands that the company shall not be responsible for operation maintenance or for any consequence thereof.
14. (a) The applicant(s) agrees that the company shall enter into an arrangement of supplying power to the said complex in which the said apartment is located. The applicant(s) further agrees that this arrangement of supply of power could be provided by the company or its agent directly or through the respective society/association of apartment owners. It is further agreed by the applicant(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 or around within or nearby the said complex.

(b) It is further agreed and confirmed by the applicant(s) that the company shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed on time to time which may or may not be limited to the rate charged by state electricity boards. The applicant(s) agrees and confirms that he/she shall 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 applicant(s) confirms and understands that such power generating or supplying equipment may during its operation cause inconvenience to the applicant(s) and the applicant(s) shall have no objection to the same. The applicant(s) shall be liable to pay the consumption charges. The applicant(s) shall not have 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 applicant(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 conveyance thereof.
15. The applicant(s) understands that the parking space allotted to the applicant(s) shall be an integral part of the said apartment which cannot be sold/dealt with independently of the said apartment. The applicant(s) may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The applicant(s) agrees that parking space allotted to the applicant(s) shall not form a part of common area of the said apartment/said building/said complex but is an independent area as detailed in disclosure.

Signature of First applicant

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16. The applicant(s) agrees that time is essence in respect of all payments to be paid by the applicant(s) including the total price and all other amount(s), charges, dues as mentioned in this application/agreement.
17. That the applicant(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, compoundable 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 application and terms & conditions, all time consent of the applicant(s) shall be presumed for all has been stated herein.
18. However, in case of any major alteration/modification resulting in more than 10% change in carpet area of the Said Apartment or material change in the specifications of the Said Apartment, any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The applicant(s) agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the applicant(s) objects to such change in writing, within the permitted time the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the applicant(s) along with simple interest @7.5% per annum and the applicant(s) agrees that the applicant(s) shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the Said Apartment in a manner in which it may deem fit.
19. The applicant(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the application. The applicant(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 applicant(s) till the Said Apartment is assessed separately.
20. The applicant(s) agrees to pay applicable club charges/club membership fees for the club facilities. The amount shall be paid as and when demanded by the Company. That the club usage charges shall be payable on a monthly basis shall however be excluded in the payment of the maintenance charges and shall as such be payable accordingly. That the club/community hall and other recreational facilities shall however be provided only upon completion of the whole project.
21. The applicant(s) agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Allotment letter and in case of termination, the applicant(s) shall be entitled to refund of the Amount(s) deposited by the applicant(s), without any interest or compensation whatsoever, provided the applicant(s) is not in breach of any of the terms of this Application/Allotment letter.

The applicant(s) agrees and acknowledges that the Company, may in view of the aforesaid circumstances, constituting force majeure

Signature of First applicant

Signature of the Co-applicant(s)



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may then abandon the project, and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the applicant(s), along with simple interest @7.5% per annum from the date of receipt of such amount and the applicant(s) shall have no other claim of any nature whatsoever.

22. The company shall construct the project in phases and shall have the discretion to alter the number of storey's, towers and further effect changes in the layout plan, without any change in the Apartment of the Applicant, except as specified earlier.
23. Subject to other terms of this Application and the Allotment letter, including but not limited to clause 19 and timely payment of the Total Price and other Amount(s), charges and dues as mentioned in the Application/Allotment letter without any default, the Company shall endeavour to complete the construction of the Said Apartment on or before the expiry of a period of 48 months from the date of completion of raft subject to Force Majeure circumstances. However, if the Company fails to handover the possession even upon expiry of the aforesaid period of 48 months from the date of completion of raft the Company would pay the applicant(s), penalty at the rate of Rs.10/- per sq.ft./month on Carpet Area for the delay attributable to the inability of the Company in handing over the Said Apartment beyond expiry of a period of 48 months from the date of completion of raft.

That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the 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 completion delay in possession will be confined upto the date of applying for the completion certificate only.

Similarly, the applicant(s) would also be liable to pay holding charges @ Rs.10/- (Rupees Ten only) per sq. ft. per month if the applicant(s) fails to take the possession within 45 days from the date of issuance of the offer of possession to the applicant(s). Both parties agree and confirm to the rate of Rs.10/- per sq ft per month as a just and equitable estimate of the damages that the applicant(s)/Company may suffer and the applicant(s) agrees that it shall have no other rights/claims whatsoever, provided the applicant(s) is not in breach of any of the terms of this Application. The adjustment of such compensation shall be made only at the time of execution of sub lease deeds/final payment.

That the penalty as detailed and stipulated in this para shall be payable only in case the applicant(s) has made timely payment of all due installments as stipulated in the agreed payment schedule. However in case of any non compliance of agreed payment schedule by the applicant(s), the stipulation with regard to the payment of the agreed penalty by the developer shall be deemed to have been waived off by the applicant(s) and he shall not be entitled to any such payment under and in terms of this booking.

24. The applicant(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Designated Maintenance Agency. The applicant(s) agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes 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 of possession, irrespective of whether physical possession has been taken or not. The applicant(s) shall pay and clear all dues at the time of offer of possession. That an interest free maintenance security deposit @Rs.35/- per sq ft. of the Carpet area, Sinking Fund @ Rs.20/- per sq.ft. of the Carpet area and Administrative Fee @ Rs.20/- per sq. ft. of the Carpet area shall be paid by the applicant(s) to the Company before possession. Further the general monthly maintenance charges approximately @Rs.4.25/- per sq.ft. on Carpet Area i.e., excluding of the monthly club usage charges shall be payable in advance by the applicant(s) to the Company/ Maintenance Agency for a period of 24 months only and upon the expiry of said period of 24 months, the same shall be payable by the applicant(s) on a monthly basis, service tax which shall however not be inclusive of any additional maintenance charges, as may be prescribed by

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the competent authority in case of a sports city, and shall be payable separately by the applicant(s). The maintenance charges have been fixed in the context of the prices prevailing as on 31.03.2016.

The enhancement/variation in the maintenance charges shall be subject to the increase in the cost of various inputs such as wages/salaries of necessary personnel, costs of various materials, including but not limited to the necessary various petroleum products for the provision of the maintenance services in the complex, and the said enhancement/variation would be directly in proportion to the annual percentage change/increase in the consumer price Index, as detailed hereinunder:

Maintenance Charges and applicable Price Escalation

1) Existing Maintenance charges: Current Maintenance charges on 31st March 2016 are Rs. 4.25/- per sq.ft./month of Carpet Area allotted and the same shall be enhanced minimum @ 15% every year.

2) Price variation (Increase / decrease) in maintenance charges due variation in Labour wages and Petrol/Oil/Lubricants (POL):

The Annual Maintenance Charges of the lifts & other equipments in the particular tower shall be borne by the Company for a period of 24 months (which is included in the above mentioned maintenance charges), only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the applicant(s) to bear the said charges on an actual basis.

That the apartment shall be used for the residential purpose only and not put to use for any other purpose, which is likely to cause public nuisance or not permissible under the law. Any type of encroachment/construction in the entire complex 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, common corridors, even if particular floor/floors occupied by the relevant applicant. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere 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 column and RCC bearwall supporting whole the structure therefore no change is allowed.

25. If the applicant(s) fails to execute the sub-lease deed within six months from the date of dispatch of offer of possession for execution of sub-lease deed failing which the company shall have discretion to treat this application and allotment made in its pursuance as cancelled and on such cancellation, the earnest money along with non-refundable Amount(s), which is paid by the applicant(s) shall stand forfeited. The applicant(s) understand if for any reasons, the company is not in a position to finally allot the said apartment by the date of completion, the company shall refund the Amount(s) deposited by applicant(s) with simple interest @ 7.5% per annum.

The applicant(s) understands that the company has no other liability of any kind except to refund this amount.

26. The applicant(s) shall be liable to pay all fees, duties, expenses, costs etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the allotment letter/conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the applicant(s), without any interest, upon realization of money from resale/re-allotment to any other party or six months from the date of cancellation whichever is earlier but without any interest or compensation of whatsoever nature, provided that the applicant(s) is not in breach of any terms of this Application/Allotment letter.

27. The applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable amount in

Signature of First applicant

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case of non fulfillment/breach of any of the terms and conditions of the Application and the allotment letter including withdrawal of the Application and also in the event of the failure by the applicant(s) to sign and execute with the Company the sub-lease deed within 60 days from the dispatch of information by the company. Thereafter the applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to resale and/or deal with the Said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amount(s) would be refunded to the applicant(s) by the Company only after realizing such Amount(s) from resale of the Said Apartment or six months from the date of cancellation whichever is earlier but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the applicant(s) to the Company. If the amount deposited/paid by the applicant(s) is less than the Earnest Money and the Non-Refundable Amount(s), then the applicant(s) agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

28. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the applicant(s) in not making payments within the stipulated time by the applicant(s) on the condition that the applicant(s) shall pay to the Company interest which shall be charged for all delayed periods after the due date @ Twelve percent per annum, which represents the approx. cost of borrowed funds being currently raised by the Developer from Banks/financial institutions / investor funds for financing its operations.
29. The Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any, and notifications or any Government directions as may be in force, permit the applicant(s) to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Company may impose. The applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the applicant(s) that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/transfer/assignment of apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/transfer/assignment of the apartment by any authority, the Company will have to comply with the same and the applicant(s) has specifically noted the same.
30. The applicant(s) agrees that in case the applicant(s) opts for a loan arrangement with any financial institutions/banks, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the applicant(s) shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
31. The applicant(s) agrees that in case the applicant(s) is an NRI or non-resident/foreign national of Indian origin/foreign nationals/foreign companies then all remittances, acquisition/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 Reserve 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.
32. The applicant(s) agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the applicant(s). In case of joint applicant(s) communication sent to the Applicant(s) whose name appears at first in this Application shall be deemed to have been sent to all applicant(s). All emails sent by the applicant(s) are required to be confirmed by a hard copy separately duly signed.
33. The applicant(s) hereby covenants with the company to pay from time to time and at all times, the Amount(s) which the applicant(s)

Signature of First applicant

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is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, nonobservance or non-performance of the said covenants and conditions by the applicant(s).

34. The applicant(s) before making full payment and execution of sub-lease deed cannot assign his rights, titles and interest in the flat without the prior written consent of the company. The company at its sole discretion may however allow transfer of the allotment before execution of sub-lease deed on payment of a transfer fee of four per cent of the total sale price, as prevailing at the time of desired transfer, subject however upon the expiry of fifteen months from the date of booking.
35. The Company is not required to send reminders/notices to the applicant(s) in respect of the obligations of the applicant(s) as set out in this Application and/or the Allotment letter and the applicant(s) is required to comply with all its obligations on its own.
36. The applicant(s) understands that the final allotment of the Said Apartment is entirely at the discretion of the Company.
37. The applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide 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 applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the applicant(s).
38. The applicant(s) agrees that the Company shall 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 arrangement as may be decided by the Company without any intimation, written or otherwise to the applicant(s) and the applicant(s) shall not raise any objection in this regard.
39. Further, if there is any additional levies, Rates, Taxes, Charges, Cess, trade tax, additional compensation to the farmers and Fees etc. 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 applicant(s) will be liable to pay his/her/their share of such additional levies.
40. The company without effecting in any manner the existing layouts of individual apartments, may with the permission of the competent authority make changes in the layouts/ blocks, no. of the units/stories for usage of any subsequent additional F.A.R. The applicant(s) shall not have any claim of kind in this respect and shall not raise any objection or demand. The existing common facilities shall be used by all without any objection from any applicant(s). It is agreed that the Carpet Area of individual apartment shall remain unaltered.
41. The Company proposes to provide community facilities within the complex, as may be permissible by the competent authorities and as such reserves its discretion to allot spaces/ shops within the complex to such applicant(s), along with unfettered rights of ingress and outgress, who may offer to provide such facilities within the Complex. That such allotment shall be made in terms of the rights vested in the terms of the lease executed in favour of the Company by the competent authorities. It is agreed that these facilities shall be open to customers even from outside the Complex.
42. If at any time during the progress of the work any dispute/difference arise between the parties, hereto in relation to the project or in connection with the interpretation of any terms the same shall be resolved amicably through discussion.

If the said disputes are not amicably settled, the same shall be referred to a sole arbitrator appointed by the Company who shall be a retired high court judge. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation act 1996 or any statutory amendment/modification thereof for the time being in-force. The proceeding shall be held at Gautam Budh Nagar only.

Signature of First applicant

Signature of the Co-applicant(s)

43. That the High Court of Allahabad and courts subordinate to it at Gautam Budh Nagar and State Consumer Forum only at Lucknow, shall have the jurisdiction in all matters arising out of or touching and/or concerning this booking.

The applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same

All the above said terms and conditions are as per prevailing rules/orders as on the date.

Any subsequent order or rule shall not affect any of the content as agreed upon herein above.

Note:

1. The request for any change in construction/specification of any type in the apartment will not be entertained.
2. Timely payment being the main essence of the booking, 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 applicant(s).
3. 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.
4. For all the cases of refund, the amount deposited as applicable taxes shall not be refundable and cannot be claimed from the Company.
5. 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.
6. All the un-sold Spaces and areas which are not included in the common area shall continue be the property of the company and all right are reserved with the company for the said areas.

Signature of First applicant

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DISCLOSURE

M/s Golfgreen Mansions Pvt. Ltd, a company under the Companies Act 1956 having its registered office at 55, Surya Niketan, Delhi-110092 and Corporate Office at H-58, Sector-63, Noida, (U.P.) herein after referred to as "Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns, hereby making full and true disclosure in writing in compliance of Section 4 of the Uttar Pradesh Apartment (Promotion Of Construction, Ownership & Maintenance) Act, 2010 in respect of its Group Housing Residential Complex "**ELITE GOLF GREENS**" **Plot No:SC-01/D4, Sector-79, Noida (U.P)** hereinafter called the "Project".

- i. 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.

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 20th October 2012. The Sub lease is effective for a period of 90 years from 24th October 2011.

- ii. As on **31st March 2016**, the plot (**No.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.

- iii. (a) The Company Intends to sell a finished apartment/dwelling unit to Mr/Ms/Mrs
S/o W/o D/o Mr/Ms/ Mrs R/o
..... hereinafter called the "Intending Purchaser" for apartment No Comprising of bedrooms, toilets, utility room with toilet, having Carpet Area of sq.ft sq.mtr.
- (b) The details of Super Area forming part of the apartment: The common areas as defined herein below shall be distributed on equal basis among all the applicant(s) who booked an apartment in the complex on completion of the complex. This share of the common area when added to the built up area shall form the Super Area.
- (c) The details of common areas forming part of Super Area of the apartment: Area pertaining to Electric sub- station, control panel room, installation area of transformers and DG sets, guard rooms, guard towers, entrance and exit of the complex, water supply, treatment plants, pump houses, sewerage system and STP, EPABX system, common toilets for guards and drivers etc, rain water harvesting system and club/community hall and all other recreational facilities etc.
- (d) "Limited Common areas" means all facilities to be used by all the apartment owners of the block, such as all walls, the foundations, columns, column thickness, girders, beams, supports, main walls, roofs, halls, entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts (excluding those service shafts as already included in the built up area, defined herein above), fire escapes and pro-rata impartible and undivided share in the land area underneath the block. These limited common areas pertaining to an individual block shall be divided among the apartment owners of the block on an equal basis of the total built up area of that block.
- (e) Independent areas and facilities: the areas for shops, convenient stores, restaurants / bar and kitchen, their approaches and spaces appurtenant to these in club complex, ownership of all parkings in the complex, all rights in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the Super Area shall vest with the company. The company shall be free to dispose off the same on such terms and

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ELITE GOLF GREENS

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conditions as it may deem fit. The applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent area is or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the applicant(s) of the complex.

- iv. The nature of fixtures, fittings which have been proposed to be provided are as detailed in this booking booklet.
- v. The details of the design/specification of works/standard of material proposed to be used in construction of the building, together with the details of all structural, architectural drawings, layout plans, no objection certificate from fire Department, external and internal services plan of electricity, sewage, drainage and water supply system etc. would be made available with the association;
- vi. The Intending Purchaser in addition to total price shall be liable to pay all taxes /fees/levies/cess, which shall be charged and paid as follows:
 - (a) Sum equivalent to the proportionate share of taxes shall be paid by the Intending Purchaser to the Company. The Proportionate share shall be the ratio of the Super Area and limited common areas as charged to the said apartment to the total Super Area and limited common areas of all the apartment(s), other building(s), shop(s), club etc. in the said complex.
 - (b) To pay all government rates, tax on land, municipal tax, properties taxes, wealth tax, fees or levies of all and any kind by whatever name called, whether recoverable in present or future by government, municipal authority or any other government authority on the said complex/building/apartment for the land appurtenant to it as a case may be, as assessable or applicable from the date of application. The Intending Purchaser shall be liable to pay all the levies/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 Intending Purchaser till the said apartment is assessed separately. That any additional taxes, levies, rates, charges, cess, trade tax, compensation or fees etc. as assessed and attributable to the Company as a consequence of government, statutory or other local authority order, the Intending Purchaser will be liable to pay his/her/their share of such additional levies.
- vii. Subject to other terms of this Application and the Allotment letter, including but not limited to clause 19 and timely payment of the Total Price and other Amount(s), charges and dues as mentioned in the Application/Allotment letter without any default, the Company shall endeavour to complete the construction of the Said Apartment on or before the expiry of a period of 48 months from the date of completion of raft subject to Force Majeure circumstances. However, if the Company fails to handover the possession even upon expiry of a period of 48 months from the date of completion of raft the Company would pay the applicant(s), penalty at the rate of Rs. 10/- per sq.ft/month on Carpet Area which represents the approx. current rental value of a similar apartment/unit, as prevailing in the areas, in which the project is being executed or in the areas contiguous to the location of the said project for the delay attributable to the inability of the Company in handing over the Said Apartment beyond expiry of a period of 48 months from the date of completion of raft.

That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the 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 completion delay in possession will be confined upto the date of applying for the completion certificate only.

Similarly, the applicant(s) would also be liable to pay holding charges @Rs.10/- (Rupees Ten only) per sq. ft. per month if the applicant(s) fails to take the possession within 45 days from the date of issuance of the offer of possession to the applicant(s). Both parties agrees and confirm to the rate of Rs. 10/- per sq ft per month as a just and equitable estimate of the damages that

Signature of First applicant

Signature of the Co-applicant(s)

the applicant(s)/Company may suffer and the applicant(s) agrees that it shall have no other rights/claims whatsoever, provided the applicant(s) is not in breach of any of the terms of this Application. The adjustment of such compensation shall be made only at the time of execution of sub lease deeds/final payments.

- viii. If the construction is delayed due to force majeure circumstances including non-availability of building material, slowdown strike, dispute with construction agency, delay in certain clearances, completion certificate from statutory bodies or if non-delivery thereof is as a result of any notice, order, rules or notification of the government and or other public or competent authority or for any reason beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable corresponding extension of time for delivery of the apartment. The Company reserve its right to suspend the scheme for such period as it may consider essential and in that event the Intending Purchaser(s) shall not be entitled to claim compensation of any nature whatsoever for the period of delay /suspension of the scheme in consequence of the company abandoning the scheme. The Company's liabilities shall be limited to the refund of the amount paid by the Intending Purchaser without any interest or damages or compensation whatsoever shall be payable.
- ix. The timely payment for the apartment is the essence of the contract. The Intending Purchaser shall be bound to pay for the total price and all other amounts, charges as applicable as the Delay/Non- payment of installments shall result in:
- (a) The Company forfeiting the earnest money along with non-refundable amount in case of Non-fulfillment/breach of the terms and conditions of the application and the agreement. In the event of failure of Intending Purchaser to sign and execute with the Company the sub- lease deed by the date of completion of the project by the Company. Upon which the Intending Purchaser shall have no lien, right title interest or any claim for whatsoever nature in the said apartment. The Company has first lien and charge on the apartment for its dues payable by Intending Purchaser.
- (b) If Intending Purchaser desires for cancellation of the allotment it may be agreed subject to forfeiting 10% of the total price, non refundable amounts and payments made to financing bodies for loans of the Apartment.
- x. The Intending Purchaser has signed this disclosure in acknowledgment after reading, understanding and being provided with all information and clarification as sought. After reading and understanding this disclosure the Intending Purchaser has applied for the apartment. The Intending Purchaser is fully aware of limitation(s), restriction(s) and obligation(s) of the Company in relation to and in connection with the development/construction of the apartment and confirms that no further inquiry in this regard is required.

Witness :-

For Golfgreen Mansions Pvt. Ltd.,

1.

Intending Purchaser(s)

2.

Executed at: H-58, Sector-63, Noida, (U.P.)

Signature of the First applicant

Signature of the Co-applicant(s)

SPECIFICATIONS

Structure	Earthquake resistant RCC framed structure designed by experienced engineers & approved by IIT or equivalent authorities.
Flooring	Drawing/Dinning Vitrified Tiles, Wooden Flooring in Master Bedroom & Vitrified Tiles in other Bedrooms. Ceramic Tiles in kitchen, toilet & balcony. All staircase and common landing to be of Marble/Kota Stone/Tiles.
Wall Finish	Internal-Plastered with POP in all Drawing/Dining, Bedroom & Kitchen, painted with plastic paint or equivalent. Master bedroom one wall texture/wall paper finish.
Exterior	Weather proof and permanent finish of pleasing shades.
Toilet	Provision for hot & cold water system. Glazed Tiles in pleasing colours on wall upto door level. Paryware/Hindware/Cera/Somany or equivalent washbasin and European W.C., all taps and fitting to be chrome plated Jaquar/Parko/Mark or equivalent make with E-board false ceiling.
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 & Aluminum composite powder coated with anodized aluminum door.
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 – 8' high polished hard wood frame, laminated flush door. Internal Door – 7' high polished hard wood frame, European style door with polish. External Door – UPVC/Powder Coated Aluminum. Window - Aluminum composite powder coated with anodized aluminum hardware along with additional one wire mesh panel in Toilets.
Fixture & Fittings	Tube lights in drawing/dining and all bedrooms. Audio phone system with intercom facility for security.
Water Supply	Underground & over head water tank for adequate water supply in each block.
Power Back UP	100% DG Power Back Up for all the common areas.

FORM "B"

(See Rule 6)

Undertaking by the person acquiring apartment (Under Section 10 (b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Office of the Competent Authority at Noida

I/We.....W/o,D/o,S/o.....
R/o.....
jointly with.....W/o,D/o,S/o.....
R/o.....
acquired apartment no. in the property "Elite Golf Greens" Plot No SC-01/D4, Sector-79, Noida, U.P. by way of gift, exchange, purchase or otherwise or taking lease of an apartment from M/s Golfgreen Mansions Pvt. Ltd., H-58, Sector-63, Noida, U.P.-201301.

I/We hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid M/s Golfgreen Mansions Pvt. Ltd before the date of transfer/Sub-Lease.

Further, I/We am/are aware that the sanctioned plan of the project Elite Golf Greens of M/s Golfgreen Mansions Pvt. Ltd., sectioned by Noida authority along with the total covered area and total number of units of the said project.

All above is in my knowledge and I/We have no objection as on date or in future on this change/addition in area/number of units/flats.

Further, I/We shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Signature
(Allottee 1)

Signature
(Allottee2)