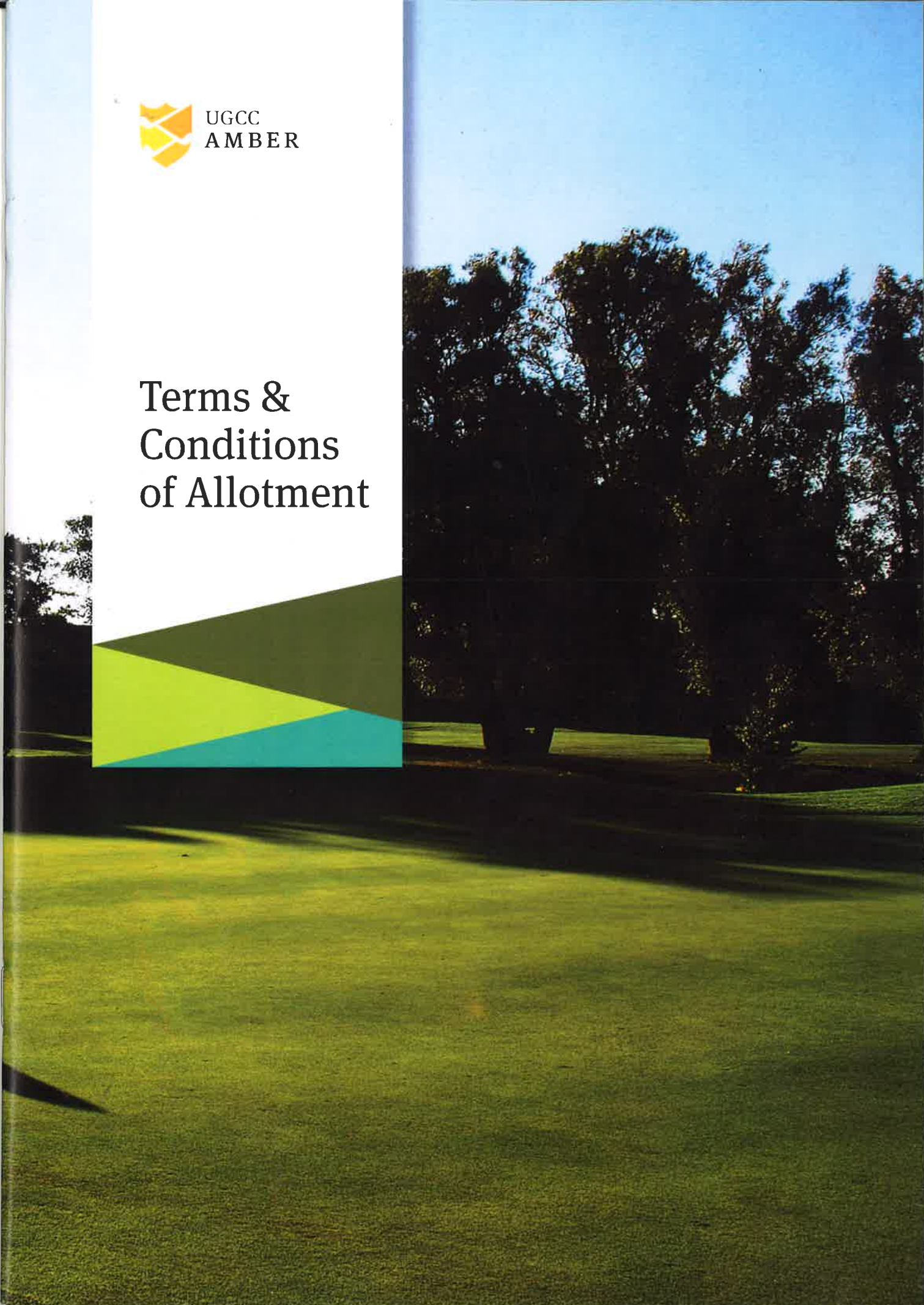
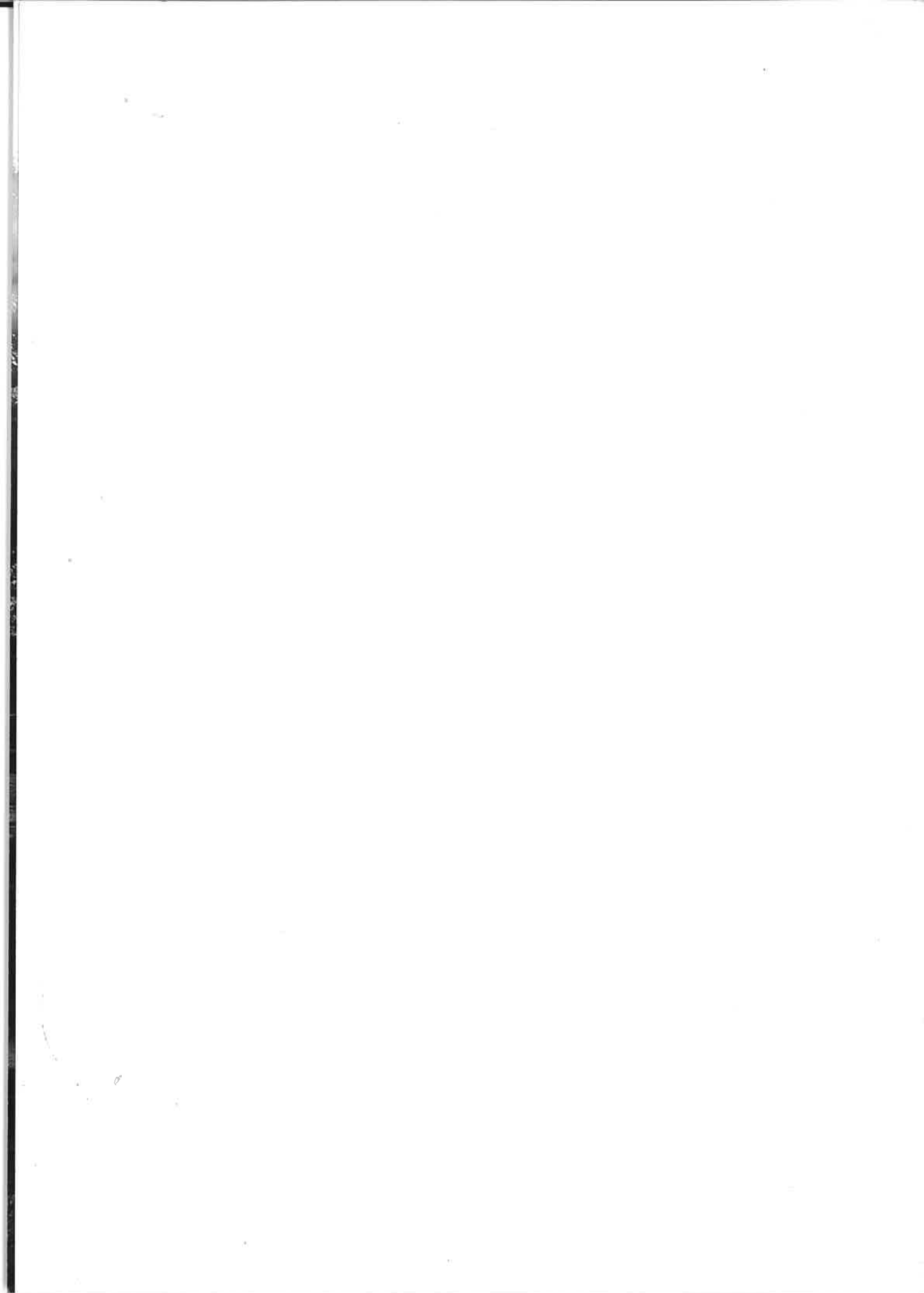




UGCC
AMBER

Terms & Conditions of Allotment





Ref.:

Date:

To

Sub.: Allotment of Apartment No. on Level of Tower **Amber in Unitech Golf and Country Club (formerly Grande), Sector 96, 97 and 98 NOIDA, Uttar Pradesh (hereinafter referred to as the "Apartment").**

Dear Sir/ Madam,

This has reference to your application dated for registration of provisional allotment of the Apartment ('hereinafter referred to as Registration Application') in the residential complex '**Amber**' in Unitech Golf and Country Club proposed to be developed in Sector 96, 97 and 98 Noida, Uttar Pradesh.

We are pleased to inform you that you have been provisionally allotted the Apartment bearing No. on Level, in Tower in **AMBER Super Area** sq. mtr. (..... sq. ft.) in New International Specifications in **UNITECH GOLF AND COUNTRY CLUB** on terms and conditions attached hereto.

As mentioned in the terms and conditions of allotment, the said Apartment shall be transferred to you in accordance with the terms and conditions mentioned herein and on sub-lease basis after it has been completed in accordance with sanctions and approvals accorded by the NOIDA Authorities.

We request you to kindly sign the attached terms and conditions and other documents at mark "X" in token of your acceptance and return both the sets at the earliest. One set duly signed by us shall be sent back to you for your record.

For any further clarification please feel free to contact.

Thanking you

Yours truly,

For Unitech Hi-Tech Developers Ltd.

(Authorized Signatory)

Date:

Detailed Terms and Conditions of Provisional Allotment of an Apartment in Amber in Unitech Golf and Country Club (formerly Grande) in Sector 96, 97 and 98 Noida, Uttar Pradesh, India

The Allottee(s) has applied vide its Registration Application for registration of the Apartment in the Complex proposed to be developed in Township named and styled as 'UNITECH GOLF AND COUNTRY CLUB' to be developed on land admeasuring approx. 347.45 acres (14,07,327.68 sq. meters. approx.) situated in Sector 96, 97 and 98 NOIDA, Uttar Pradesh (hereinafter referred to as the 'Said Land'), on sub-lease basis with the term coinciding with the period of Noida Lease for the Said Land.

The Allottee(s) understands that the said Township shall be developed by Unitech Acacia Projects Pvt. Ltd. (the Developer) a Special Purpose Vehicle (SPV) set-up by the Consortium consisting of Unitech Hi-Tech Developers Ltd. and CIG Infrastructure Pvt. Ltd. on the basis of lease deed dated 28.12.2006/07.08.2008 (hereinafter referred to as the Noida Lease) executed between New Okhla Industrial Development Authority ('NOIDA') and the Consortium for a period of 90 years.

The Allottee(s) has seen and perused the Noida Lease and is fully satisfied that the Developer/Consortium is authorized and is legally and sufficiently entitled to allot Apartments in the said complex. The Allottee(s) further undertakes to abide by its terms and conditions and other applicable laws, rules and regulations.

Subsequent to the aforesaid Registration Application for registration of provisional allotment/registration of the Apartment, the Developer/Consortium has provisionally allotted the said Apartment to the Allottee(s) on the terms and conditions mentioned herein and the Allottee(s) has verified and is satisfied with the records which entitle the Developer/Consortium to allot the Apartment. (The terms Developer wherever mentioned hereinafter shall mean Developer/Consortium)

The Allottee(s) hereby undertakes that it shall abide by all laws, rules, regulations, notification, including the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, terms and conditions of the NOIDA and/or of the Uttar Pradesh Government, the Local Bodies, and the Noida Lease.

That the expression 'ALLOTMENT' wherever used shall always mean provisional allotment & will remain so till such time the said Apartment is complete and a formal sublease deed is executed in favour of the Allottee(s).

1. AREA

a) Apartment

That the Developer has allotted to the Allottee(s) Apartment bearing No. on Level, Tower in **AMBER** having a Super Area of approx. sq. mtrs. (approx. sq. ft.) and Terrace Area of approx. sq. mtrs. (approx. sq. ft.) (hereinafter referred to as the said Apartment) in the Township '**UNITECH GOLF AND COUNTRY CLUB**' situated in Sector 96, 97 and 98 NOIDA, Uttar Pradesh.

b) Change in Specifications/Super Area

- i) The layout plan of the Township has already been approved by regulatory authorities of Noida. However, the Developer may effect or if so required by any regulatory authorities make suitable alterations which may include change in the area of the Apartment, floor, Tower, number of apartments, location, increase/decrease in the height and/or number of floors of the building/Block/Tower in which the Apartment is located and increase/decrease in the number of Car parking slots allotted to the Allottee(s). In regard to all such changes either at the instance of the regulatory authorities or otherwise, opinion of the Developer's architects shall be final and binding on the Allottee(s). Further, if there is any increase/decrease in the Super Area of the Apartment or an Apartment becomes preferentially located, revised price and/or PLC shall be payable /adjustable at the original rate at which the Apartment has been booked for allotment. Further, the Developer reserves the right to suitably amend the terms and conditions as specified herein in case the Developer deems such amendment reasonably necessary in light of certain conditions imposed by Noida Authority/Govt. Department as part of grant of approval to any plans or proposals of the Developer or otherwise on account of any change in applicable laws.
- ii) The Allottee(s) understands that in the event of any variation in the Super Area of the Apartment or its location, the Developer shall not be liable for nor shall the Developer entertain or accept any claim monetary or otherwise, except that the original rate per sq. mt./ sq. ft. and other charges will be applicable on any such increase or decrease in Super Area. The Developer shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the Allottee(s) **OR** the Developer shall be entitled to recover from the Allottee(s) the additional price and other proportionate charges, without interest, as the case maybe. The Allottee(s) shall satisfy himself in respect of the design and specifications used by the Developer in the Apartment at the time of taking the Apartment for possession.

2. PAYMENT OF CONSIDERATION

a) Consideration

In pursuance of the allotment of the said Apartment, the Allottee(s) shall pay a sum of Rs. (Rupees) to the Developer towards Consideration of the Apartment (hereinafter referred to as the 'Consideration'). The said Consideration is inclusive of Basic Price, Preferential Location Charges, if any, Lease Rent and use of space for Car Parking. In addition the Allottee(s) agrees and undertakes to pay Service Tax as demanded by the Developer in terms of applicable laws/guidelines.

b) Registration Amount

Out of the total Consideration the Allottee(s) has already paid a sum of Rs. (Rupees) as Registration Amount to the Developer, the receipt whereof the Developer hereby admits and acknowledges.

c) Balance Consideration

The Allottee(s) shall pay the balance amount of the consideration in accordance with the Payment Plan opted by him/her in the registration application, annexed as **ANNEXURE A**. In the event Allottee(s) fails to pay the balance consideration or in the event 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 @ 18% p.a. compounded quarterly.

d) Timely Payment

The Allottee(s) shall adhere to the Payment Plan opted by him/her in the registration application and the timely payment of each installment and other charges and compliance with other terms and conditions of allotment as mentioned here under shall be the essence for the allotment of the Apartment. In case, at any stage, the Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him/her, the Developer shall have the right to forfeit the Earnest Money as defined in Clause 2 (f) hereunder.

e) Adjustment of Installments

The Developer shall adjust the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the consideration for the Apartment.

f) Earnest Money

The Allottee(s) agrees that an amount equivalent to 20% of the consideration shall be deemed to have been paid by the Allottee(s) as earnest amount (referred here in as 'Earnest Money') to ensure fulfillment of the terms and conditions of the registration application and the terms and conditions of allotment of the Apartment as mentioned herein. In the event the Allottee(s) contravenes, breaches, or fails to perform (in whole or in part) any of the terms and conditions, covenants, or obligations contained herein, then without prejudice to the other rights and remedies of the Developer, the Developer shall have the right to forfeit the Earnest Money/ Registration Amount paid by the Allottee(s).

g) Calculation of Consideration

The Allottee(s) understands and agrees that the consideration for the aforesaid Apartment is calculated on the basis of Super Area which has been elaborately defined and explained in **ANNEXURE B**.

h) Failure/Delay in Payment

In the event Allottee(s) fails to pay any installment(s) with interest within 90 days, from due date, the Developer shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money deposited by the Allottee(s) and the Allottee(s) shall be left with no right, title, interest or claim against the said Apartment and/or the amount of Earnest Money forfeited. Further, the Developer shall be free to sell the said Apartment to any other person in its sole discretion as it may deem fit. The amount paid, if any, over and above the Earnest Money shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s) due from the Allottee(s) and the brokerage paid, if any.

i) Preferential Location

The Developer, apart from basic price, shall be entitled to change/fix, Preferential Location Charges (PLC) for certain Apartments in the Complex/Township and if the Allottee(s) opts for booking of any such Apartment, he/she shall be liable to pay any such Preferential Location Charges and if due to change in layout plan or otherwise the said Apartment ceases to be preferentially located, the Developer shall be liable to refund only the amount of Preferential Location Charges paid by the Allottee(s) without any interest or compensation whatsoever.

j) Specifications

The complex as well as the Apartment is intended to be constructed and developed as per specifications annexed hereto as 'ANNEXURE E'. However the Developer may effect any change in such specifications, as may be required and the opinion of the Developer's architect in this regard shall be final and binding. For carrying out such changes material of equally good quality shall be used. That the Allottee(s) agrees and undertakes not to make any structural changes (internal or external) and shall strictly adhere to the standard design of the fit outs provided for the Apartment and shall not make any changes in location of the wet areas.

k) Alterations in the Layout Plan and Designs

- i) That the Developer 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 number of Apartments, floor, tower or area of the Apartment and increase /decrease in height of the Tower where the Apartment is located, increase or decrease in the number of floors and the car parking slot(s).

Provided, however, if as a result thereof, there be any change in the location, or preferential location, boundary or area of the said Apartment, such change in the area shall inter-alia entail proportionate increase or decrease in the Consideration of the Apartment at the original rate at which the provisional registration for allotment of the Apartment was made. Such changes shall be intimated to the Allottee(s) at the time of issuance of letter for final notice of possession.

- ii) In case during the course of construction and/or after completion of the Complex, any further construction on any portion of the land or building or terrace of the Building/Tower becomes possible the Developer shall have the exclusive right to take up or complete such further construction as belonging to the Developer notwithstanding the designation of any common area as a common area 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 Township/Complex shall continue to remain and be vested with the Developer.

l) Payment of charges and cost

- i) The Allottee(s) shall pay to the Developer lease rent charges @ Rs. 132 per sq. feet of Super Area till December 2016 in respect of said land, calculated on proportionate basis as per Noida lease. The Allottee(s) agrees to pay Lease Rent on pro-rata basis as demanded by the Developer / in respect of the period beyond 2016 at such rate as determined by Noida Authority.
- ii) The Allottee(s) shall pay @ Rs.45 per sq. feet of Super Area for electric sub-station charges. The Allottee(s) shall sign and execute all papers, the documents, agreements for the purpose of obtaining electricity, power back up facility and/or any other services or connection as and when required by the Developers.
- iii) The Allottee(s) shall pay to the concerned authority electric meter installation charges, security deposits for their electric meter and their energizing charges etc.
- iv) All costs, charges and expenses including the stamp duty registration charges payable on any instrument, deed or document, including the sub lease deed, to be executed by the Developer in favour of the Allottee(s) or any other person as may be required by the Developer shall be borne and paid by the Allottee(s).
- v) In addition to above if there is any imposition, levy, tax, rate, fee or charge of any kind attributable to the Apartment/ Land underneath due to any order of Government/statutory or other local authority the same shall also be payable by the Allottee(s) on a pro-rata basis.
- vi) The Allottee(s) undertakes to pay without any demur or protest and on demand to the Developer the actual cost of electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of said Apartment.
- vii) That the Allottee(s) undertake to pay extra charges on account of external electrification as demanded by competent authority.

m) **Parking Space**

- i) The Allottee(s) shall take two basement car parking spaces for their exclusive use on payment of Rs. 4,00,000 to the Developer for each such parking. Surface car parking shall be allotted to the Allottee(s) on such terms and charges as stipulated from time to time by the Developer. The Allottee(s) shall not have any ownership rights over the said parking and shall have only user rights which shall stand automatically transferred along with the transfer of allotment/Apartment..
- ii) The layout plan of the total complex as drawn by the Developer is subject to approval of regulatory authorities of Noida. The Developer may effect, or if so required by any regulatory authorities make, suitable alterations in the layout plan. Such alterations may include change in the increase/decrease in the no. of car parking slots allotted to the Allottee(s). With regard to such changes either at the instance of the regulatory authorities or otherwise, opinion of the Developer's architects shall be final and binding on the Allottee(s).

3. COMMON AREA & FACILITIES

- i) The Allottee(s) understands, agrees and is fully satisfied that the consideration of the Apartment allotted by the Developer represents only the price of said Apartment and does not include any element of cost/ price towards the said Land, construction, running and operation of any other facilities/utilities to be developed on the said Land, including those specified in **ANNEXURE D** hereto which shall remain outside the purview of the allotment of the said Apartment. The Allottee(s) further understands and agrees that facilities mentioned under **ANNEXURE D**, may at the discretion of the Developer, be developed, operated and maintained by separate entities and/or agencies. Further, the Allottee(s) understands and agrees that for availing the said facility services and/or amenities the Allottee(s) shall sign and execute separate agreement(s) and/or terms and conditions as may be required by the Developer. The Allottee(s) further agrees and confirms that there is no representation/assurance of whatsoever nature by the Developer that the Allottee(s) shall have any ownership and or user rights on any other land, facilities and amenities in the Complex/Township other than the Apartment itself.
- ii) The Allottee(s) has further agreed that all rights of ownership of said land, facilities and amenities other than those within the Tower/Building in which the Apartment is located and common areas as per **ANNEXURE C** shall vest solely with the Developer.
- iii) The Allottee(s) has understood and agreed that the present allotment and the subsequent sublease of the Apartment are limited and confined in their scope only to the said Apartment, areas, amenities and facilities as described in **ANNEXURE C** and the land underneath the said Tower/Building/Block. The Allottee(s) further agrees and confirms that he/she shall have no ownership and user rights on any other land, facilities and amenities unless provided specifically and the Developer shall have the sole right and authority to deal with such land(s), facilities, amenities and or amenities.

4. MAINTENANCE

a) **Maintenance Agreement**

- i) The Allottee(s) shall enter into separate maintenance agreement in such form and content as may be specified with the Maintenance Agency appointed or nominated by the Developer for the maintenance of the common areas of the Complex/Township (hereinafter referred to as "Maintenance Agreement"). The Allottee(s) shall pay the maintenance charges as determined at the time of issuance of letter for possession, on the basis of Super Area of the Apartment or as fixed from time to time by the Developer or its authorized maintenance agency along with applicable service tax. The maintenance charges for a period of 5 (five) years at the rate determined at the time of issuance of letter for possession. These charges shall be payable on the basis of per sq. ft. of Super area of Apartment along with applicable service tax in advance at the time of clearance of dues as per the letter for possession. In case of failure in making the payment of maintenance charges, interest @ 18% per annum shall be charged on outstanding dues/payments for the period of delay.
- ii) In addition to the payment of maintenance charges, the Allottee(s) shall pay an amount of Rs. 175 per sq. ft. of Super Area for creation of Sinking Fund (hereinafter referred to as "Sinking Fund") so as to secure adequate provision for replacement, refurbishing, major repairs of the facilities and equipments etc. installed in the Township/Complex and other similar capital expenditure. The amount paid towards the Sinking Funds shall be a

non-refundable deposit. The interest earned on the amount of the Sinking Funds shall be used to meet the cost of replacement, refurbishing, major repairs of the facilities and equipments etc., installed in the Complex/Township or on account of any unforeseen occurrence in future. The Allottee(s) here by undertakes to comply with all the terms and conditions stipulated in the maintenance agreement.

b) Scope of maintenance

The scope of maintenance and general upkeep of the common area and various common services within the building shall broadly include operation and maintenance of lifts, operation and maintenance of generators including cost of diesel, maintenance of firefighting system, garbage disposal, water supply, sewerage system, Common Area lighting. The services outside the Building/Tower but within the Complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply and general watch and ward.

c) Electricity, water and sewerage connection charges

That the Allottee(s) shall pay to the Developer electricity, water and sewerage connection charges and contingency deposit.

d) Watch and ward arrangement

The general watch and ward arrangement are proposed to be provided in the Complex by the Developer. Accordingly the Developer and the Maintenance Agency may restrict the entry of outsiders into the Complex. However, provision of such watch and ward services could not create any liability of any kind upon the Developer and / the Maintenance Agency for any mishap or mischief caused by any miscreant.

e) Internal Maintenance / Insurance

It is agreed and understood by the Allottee(s) that the internal maintenance of the Apartment including its insurance shall always remain the responsibility of the Allottee(s). The Allottee(s) shall carry out the maintenance and interiors of the Apartment at its own cost and expenses and the Developer shall not be held liable to the Allottee(s) for any damage or loss caused due to negligence or omission of the Allottee(s) or by any third party.

f) Fire Safety

The Allottee(s) understands that at present the fire measures in the Complex and the Apartment have been provided as per the existing Fire safety Norms. If, however due to any subsequent Central or Local legislation(s) / Government Regulations / Orders or directives or guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Developer to undertake additional fire safety measure, the Allottee(s) agrees and undertakes to pay additional proportionate charges for such additional measures.

5. POSSESSION OF APARTMENT

a) Possession

- i) The possession of the Apartment is reasonably expected to be delivered by the Developer within 24 months hereof, subject to Force Majeure circumstances (as mentioned herein) beyond the control of the Developer/consortium and upon registration of Sub Lease Deed provided that all amounts due and payable by the Allottee(s) have been paid to the Developer. It is, however, understood between the Parties that various Blocks/Towers/amenities/facilities/structures comprised in the Complex/Township shall be completed in phases.
- ii) Without prejudice to the other rights of the Developer as mentioned herein, the Developer shall be entitled to reasonable extension for the delivery of the Possession of Apartment in the event of any default or negligence attributable to the Allottee(s) in fulfillment of terms and conditions contained herein.
- iii) The Allottee(s) shall not raise any objection or make any claim or default any payment(s) demanded by the Developer/ Consortium on account of inconvenience, if any, which the Allottee(s) may suffer due to any developmental/ constructional activities or other incidental/ related activities in the complex or in the township where the apartment is proposed to be developed.

b) Notice for Possession of Apartment

- i) The Developer shall give a notice to the Allottee(s) informing the date on which the Developer would be handing over the possession of Apartment to the Allottee(s). The Allottee(s) shall either on its own or through its constituted attorney take possession of the Apartment within 45 days after clearing all the dues as intimated by the Developer at the time of final notice of possession. In the event the Allottee(s) fails to take the possession of the Apartment as aforesaid, the possession of the Apartment shall be deemed to have been taken by the Allottee(s). In case of Deemed Possession the Developer shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the Apartment occasioned due to the failure of the Allottee(s) to take possession within the stipulated time as aforesaid. Upon taking over the actual physical possession of the Apartment, the Allottee(s) shall not be entitled to put forward any claim against the Developer in respect of any item of work in the said Apartment which may be alleged not to have been carried out or completed for any reason whatsoever.
- ii) In the event the Allottee(s) fails or neglects to take the Actual Possession of the Apartment, the Allottee(s) shall be liable to pay holding charges of Rs. 10/- per sq. ft. per month of Super Area for delay in taking the possession of the Apartment after the expiry of 30 days from the Possession Date. The holding charges shall be in addition to the amount payable by the Allottee(s) as his/her share of the Government or Municipal Taxes, maintenance or other administrative charges, on a proportionate basis, as maybe determined by the Developer or the maintenance agency, until the Allottee(s) has taken Actual Possession of the Apartment.
- iii) THAT subject to existence of force majeure circumstances as defined in the Terms and Conditions of Allotment to be signed by the intending Allottee(s) and other similar circumstances and further subject to the Allottee(s) complying with the terms and conditions of allotment, the Developer would pay to the Allottee(s) compensation @ Rs.10/- per sq.ft. per month of Super Area for any unreasonable delay in offering the Apartment for possession beyond the period as stipulated in Clause 5(a)(i) hereinabove. It is agreed that the aforementioned compensation payable to the Allottee shall be adjusted when the demand is raised whilst offering the Apartment to the Allottee on final notice of possession.

However, in the event of any default or negligence attributable to the Allottee(s) fulfillment of terms and conditions of allotment, the Developer shall be entitled to reasonable extension in delivery of possession of the Apartment to the Allottee(s).

- iv) If for any reason the Developer is not in a position to offer the Apartment altogether, the Developer shall offer the Allottee(s) an alternative property or refund the amount in full with Simple Interest @10% per annum without any further liability to pay damages or any other compensation on this account.
- v) THAT the actual physical possession of the Apartment shall be taken by the Allottee(s) after clearance of total consideration and other payments which the allottee has agreed to make under the terms and conditions of allotment, after due execution and registration of the sub-lease deed.

6. COVENANTS OF THE ALLOTTEE(S)

- a) **No Right of Allottee(s)**
That save and except the Apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature of any kind whatsoever except right of ingress/egress in the Complex, open spaces and all or any of the common areas.
- b) **Possession of Common Area**
That the possession of the Common Area shall remain with the Developer who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the area.
- c) **Electricity Load**
That the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer.

- d) **Entry Regulations**
The Allottee(s) shall assist the Developer and/or the Maintenance Agency in maintaining peace, security and tranquility in the Building and Complex and towards that end the Maintenance Agency shall be entitled to restrict and regulate the entry of visitors into the Complex as may be deemed necessary by it.
- e) **Nuisance and annoyance**
That the Allottee(s) shall not use the Apartment for such activities, as are likely to be of nuisance, annoyance or disturbance to other Allottee(s) / occupants.
- f) **Permitted Use**
The Allottee(s) shall always use the Apartment for the purposes of residence and shall not use the Apartment as guest house, hostel, hotel or for transient stay. Further, the Allottee(s) shall nor use the Apartment for any purpose which is against any law or any directive of the Government or the local authority or public policy. The Allottee(s) shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or the assets of other Allottee(s) in the Complex. The Allottee(s) shall not use the Apartment for any immoral or illegal activity.
- g) **Internal Security**
It is expressly understood that the internal security of the Apartment shall be the sole responsibility of the Allottee(s).
- h) **Signage**
The Allottee(s) shall not display any name, address, signboard, advertisement material, etc on the external façade of the Apartment/Tower.
- i) **Compliance of Laws and Noida Lease**
The Allottee(s) shall abide by the local laws and directions of the government and/or statutory and/or local authorities and terms and conditions of the Noida Lease. In case any penalty or fine is imposed by any government and/or statutory and/or other local authority for any violation of any law by the Allottee(s), the same shall be paid by the Allottee(s) and the Developer shall have no liability whatsoever in this regard.
- j) **Taxes and Levies**
THAT the Allottee(s) agrees to pay all rates, taxes, charges and assessments leviable by whatever name in respect of the plot of land or building constructed thereon, assessed or imposed from time to time by the NOIDA Authority/ Government and other statutory authorities on pro-rata basis.
- k) **Alterations in the Apartment**
i) The Allottee(s) shall not make any such additional or alterations in the Apartment so as to cause blockade or interruption in the Common Area and Facilities within the Complex and/or to cause any structural damage or encroachment on the structure of the building(s) in the Complex.
ii) The Allottee(s) shall not demolish any structure of the Apartment or any portion of the same or cause to make any new construction in the Apartment without the prior approval and consent of the Developer or the local authority, if required. The Allottee(s), however, undertakes that it shall not divide/sub-divide the Apartment in any manner. The Allottee(s) shall not change the colour and façade of the outer Walls of the Apartments.
iii) The Allottee(s) shall not make any such additions or alterations in the Apartment so as to cause blockage or interruption in the Common Area and Facilities within the Complex and/or to cause any structural damage or encroachment on the structure of the Building(s) in the Complex.
iv) The Allottee(s) shall not demolish any structure of the Apartment or any portion of the same or make any new construction in the Apartment without the prior approval and consent of the Developer or the local authority, if required. The Allottee(s), however, undertakes that it shall not divide/sub-divide the Apartment in any manner. The Allottee(s) shall not change the colour and façade of the outer Walls of the Apartments.
- l) **Change of Nominee(s)**
i) That the Allottee(s) is entitled to get the name of his nominee substituted in his/her place, after at least 30%

- of the total consideration has been paid by the Allottee(s). Such nomination may be made/changed with prior approval of the Developer, provided that the Allottee(s) has cleared all dues till the date when such nomination or change in nomination is sought. In such an event, the Developer may at its sole discretion permit the same on such conditions/terms/guidelines/payments as it may deem fit and proper keeping in view the guidelines issued by the Noida Authority/local Authorities, if any, in this regards.
- ii) The Allottee(s) shall not assign, transfer, lease or part with possession of the Apartment without taking 'No Dues Certificate' from the maintenance agency appointed by the Developer as the case may be.
- m) Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010
The Allottee(s) agrees and undertakes to abide by all the applicable, laws and regulations including Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, Government order or any other Law applicable earlier or made applicable hereafter to the said Apartment/Complex and the terms and conditions of the Noida Lease.
- n) Registration of Address
In case of Allotment in joint names, all communications demand notices etc. shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by them which shall for all purposes be considered as served on all Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Purchaser(s) to inform the Developer by Registered Post or E-mail about all subsequent changes in his address, if any, failing which all demands notices and letters posted at the earlier registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address.
- o) Bulk supply of Electricity
That if the permission to receive and distribute bulk supply of electricity in the Said Complex is received by the Developer or its nominated Maintenance Agency or the Association, the Allottee(s) herein undertake to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all the 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.
- p) Power Back-up
The Developer shall install additional equipments for 100% Power back-up facility common to all Apartments in the said Complex at no additional installation cost. 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 the said facility. An undertaking with regards to the said Power Back-up facility, duly executed by the Allottee(s) is annexed hereto as "Annexure F". Further, the said Power Back-up facility, being an additional feature the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on part of the Maintenance Agency or any other body providing 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 Apartment. The said Power Back-up Facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charge, expenses etc. incurred by the Maintenance Agency in providing the same. That the Allottee(s) accepts not to claim any loss or damage, whether direct or consequential, from the Developer/ Maintenance Agency / any other body providing the same, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond their control.
- q) Further Papers, Applications, Declarations etc
The Allottee(s) shall, from time to time, sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in relation to the allotment of Apartment by the Developers and shall do all the acts, deeds and things as the Developer may require for safeguarding the interests of the Developer and other Apartment Owners in the Complex.
- r) Obtaining of Finance Facility by the Developer
The Developer shall have a right, to obtain financial facility from any person(s) for construction, development and/or operation of **UNITECH GOLF AND COUNTRY CLUB**, and to create an equitable mortgage of the 'Said Land' in favour of any such person(s) for securing the financial facility as aforesaid. 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 any such change during the construction/ development of the **UNITECH GOLF AND COUNTRY CLUB**.

7. COVENANTS OF THE DEVELOPER

- a) Subject to fulfillment of the terms and conditions, and compliance of the obligations mentioned herein by the Allottee(s), the Developer undertakes to allow the Allottee(s) to hold, use and enjoy the Apartment and every part thereof without creating any unreasonable interruption either by any person or persons claiming under, for or on its behalf.
- b) In case the Allottee(s) intends to avail of any financial facility from its employer or any other person to facilitate the purchase of the Apartment applied for, the Developer shall facilitate the process subject to the following conditions:
 - i) The terms of any such financial facility as may be agreed between the Allottee(s) and any such person extending the financial facility shall exclusively be binding and applicable upon the Allottee(s) only.
 - ii) The responsibility of getting the financial facility sanctioned and disbursed as per the Developer's payment schedule will rest exclusively on the Allottee(s). In the event of the financial facility not being sanctioned or the disbursement getting delayed due to any reason whatsoever, the payment to the Developer by the Allottee(s) shall not be delayed.

8. INDEMNITY

- a) The Allottee(s) undertakes to abide by the terms and conditions of Allotment as mentioned herein and the applicable laws.
- b) The Allottee(s) undertakes to indemnify, defend and hold harmless the Developer, their directors, officers and employees and their respective affiliates (and such affiliates directors, officers and employees) (collectively, the 'Indemnified Persons') from and against any and all fines, damages, losses, liabilities, costs, charges, expenses, penalties etc. suffered or incurred and/or which may be suffered or incurred by any of the indemnified person(s) and arising at any time and in any manner whatsoever, including any contravention, breach or non-performance(in whole or in part) by the Allottee(s) of any of the terms and conditions, covenants, or obligations contained herein.
- c) The indemnification rights of the indemnified persons here under are independent of, and in addition to, such other rights/remedies as the indemnified persons may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

9. GENERAL

- a) Expenses on execution of Documents
All expenses on the execution of the Sub-Lease Deed shall be borne by the Allottee(s).
- b) Force Majeure
The Allottee(s) agrees that in case the completion of the Apartment is delayed due to non-availability of construction material or supplies, or non-availability of adequate water supply or electric power back- up, or on account of any disputes with or disruption/ discontinuance of services by any agent, contractor or consultant or workers engaged by the Developer in relation to the construction development of the complex and/or the Apartment, or on account of civil commotion or war or criminal action or earthquake, flood or any act of god, or on account of delay in taking certain decisions or providing any approvals by any government authority, or as a result of any notice, order, rule or notification of any governmental authority, or on account of any change in the policy of any governmental authority, or for any other reason beyond the control of the Developer (hereinafter collectively referred to as ("Force Majeure"), the Developer shall be entitled to a reasonable extension of time in the agreed date for offering the Apartment as stipulated in Clause 5 a ii. Further the Developers decision with regard to existence of any Force Majeure event and any consequent extension of time in delivering the possession shall be final and binding and shall not be disputed by the Allottee(s).

c) **Execution of Sub-Lease Deed**

The Developers shall execute a tripartite sub-lease deed on the format approved by NOIDA and cause it to be registered in favour of the Allottee(s) after payment of full consideration and/or other dues or charges mentioned in the statement along with the issuance of Possession Certificate by the Developer. All expenses towards execution of the tripartite sub-lease deed including 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) solely.

10. NON-RESIDENT ALLOTTEE(S)

The Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and/or all other necessary provisions as laid down and notified by the government or concerned statutory authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Developer on the prescribed format, if necessary.

11. CANCELLATION OF ALLOTMENT

Without prejudice to its other rights and remedies contained herein, the Developer shall have the right to cancel the allotment of the Apartment, in the event of contravention, breach or non-performance (in whole or in part) by the Allottee(s) of any of the terms and conditions, covenants, or obligation contained herein. In addition to the right of cancellation of the allotment of the Apartment, the Developer shall also be entitled to forfeit the Earnest Money paid by the Allottee(s) along with the accrued interest on delayed payment till the time of breach and brokerage paid, if any.

12. UNDERTAKING BY THE ALLOTTEE(S) TO COMPLY WITH NOIDA LEASE

- a) The Allottee(s) specifically undertakes to observe and comply with all the terms and conditions of the Noida lease executed between the Noida Authority and the Developer/Consortium including;
- i) To pay all rates, taxes charges, lease rent and assessments called by whatever name for every description in respect of the Said Land or Building constructed thereon, assessed or imposed from time to time by NOIDA or any government authority. In exceptional circumstances, the time of deposit for the payment due may be extended by the NOIDA but in such a case of extension of time an interest @ 18% per annum compounded quarterly shall be charged for the defaulted amount for delayed period.
 - ii) To obey and submit to all directions issued or regulations made by NOIDA now existing or hereinafter to exist in so far as the same are incidental to the possession of the Apartment or so far as they affect the health, safety or convenience of the other inhabitants of the Apartments.
 - iii) Not to display or exhibit any picture, poster, statute or any other articles which are repugnant to the morals or are indecent or immoral. The Allottee(s) shall not be display or exhibit any advertisement or placard in any part of the external façade of the building except at the place specified for the purpose by NOIDA in the architectural controls.

13. APPLICABLE LAW AND JURISDICTION

The courts at Gautam Budh Nagar shall have the exclusive jurisdiction on all matters arising out of and / or concerning the allotment of the Apartment.

14. DISPUTE RESOLUTION

- a) All disputes or differences arising out, in connection with or in relation to terms and conditions mentioned herein and/or the allotment of the Apartment hereunder shall, in the first instance, be mutually discussed and settled between the Allottee(s) and the Developer.

- b) All disputes or differences arising out of, in connection with or in relation to terms and conditions mentioned herein and/or the allotment of the Apartment hereunder, which cannot be amicably settled, shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid shall be a domestic arbitration under the applicable laws.
- c) The venue of arbitration shall be Noida/Delhi and the award of the arbitrator(s) shall be rendered in English.

15. NOTICE

- a) Any notice or letter of communication to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post or by fax at the address/ phone number as per records and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hour if sent by fax or by electronic mail. However, any change in the address of the Allottee(s) shall be communicated to the Developer via registered post within seven days of such change of address.

The Allottee(s) herein do hereby declare that the above terms and conditions have been read/understood by them and the same are acceptable to them. The Allottee(s) unequivocally agrees, affirms and undertakes to abide by the terms and conditions of the allotment as mentioned hereinabove.

ALLOTTEE(S)

For and on behalf of **Unitech Hi-tech Developers Ltd.**

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(Authorized Signatory)

WITNESSES

1.

2.

Annexure A

Payment Plan

Annexure B

Super Area

That the term 'super area' shall mean and include the covered area, verandah and balcony (including utility balconies), inclusive of the area under periphery walls, area under the columns and walls, area utilized for services, viz. staircases, decks, cupboards, lofts, circulation, lofts, circulation area with corridors, passages and staircases, lifts, shafts (electric, fire, plumbing,), service ledges on all floors, stair houses and machine rooms, lobbies and refuge areas, shared area of walls common with other premises/Apartments, which shall form integral part of the said Apartment and common area shall mean all such parts/areas which the Allottee(s) shall use by sharing with other occupants. (elaborately explained in **Annexure C**)

That in case the Apartment is provided with an exclusive terrace(s) the same shall be deemed to be a part of super area.

That the following shall not be a part of the super area:

- Convenience shops and sites for shops, if any.
- Storage room(s)
- Sites/buildings for Community Facility, Amenities like Schools, Clubs, Golf Course, Community Centre(s), Health Centre(s), Spa(s), Gymnasium(s)
- Roof top terraces unless they are exclusively allotted to Apartments/penthouses.

As per terms and conditions of allotment, the super area indicated herein shall remain tentative and is used for computation of sale price in respect of the said Apartment only and shall not give any right, title or interest to the Allottee(s) in common areas except the right to use the same by sharing with the other occupants/Allottee(s) of the said building subject always to terms and conditions of the maintenance agreement executed by the Allottee(s).

Annexure C

Common Areas and Facilities

Common areas and facilities shall include, but will not be limited to, the following:

Entrance hall and lobby at ground floor and refuge areas, roof terrace, decks, DG rooms, AC plant Rooms, Fan Rooms, Lift machine Rooms, Telephone exchange, Over head water tanks, mail room (if any), security room and gate house, maintenance office, architectural and landscaping features/structures, Gas bank, electric Sub-Station, Circulation Areas, swimming pools and changing rooms attached along with the building (excluding the pools with the clubs).

Annexure D

Special Facilities

An illustrative list of such other lands, areas, facilities and amenities to be developed in the Township in a phased manner:

- i) Club(s)
- 2) Golf Course and Golf Club
- 3) Convenience Shop(s)
- 4) Hospital and Clinic(s)
- 5) Gymnasium and Health Centre(s)
- 6) Integrated Sports Complex
- 7) Habitat Centre with Meeting Halls, Museum, Library, Art Gallery etc.

Annexure E

Specifications

		New International Specifications
Structure		Earthquake resistant RCC framed construction
Wall finish	External	Pleasing combination of stone, textured paint & Jaali in glass reinforced concrete on external facade. MS railings in waterjet cut designs for balconies
	Internal	Living / Dining / Bedrooms in pleasing shades of acrylic emulsion
	Kitchen	Ceramic tiles till 600 mm above the counter & acrylic emulsion paint above
	Servant room	Oil bound distemper
	Ceiling	Oil bound distemper
	Lift Lobbies	Acrylic emulsion paint / texture paint
Flooring	Living / Dining / Master bedrooms	Imported marble
	Other bedrooms	Imported marble
	Kitchen	Vitrified tiles
	Servant room	Ceramic tiles
	Toilets	Imported marble
	Lift Lobbies	Imported marble
Fittings	Kitchen	Granite counter with stainless steel twin sink and drainboard
	Toilets	Imported stone counter, white sanitary fixtures of international standards, single lever CP fittings, pipe lines for geysers, shower cubicle and bath tub in master bath, shower area in other toilets
Doors	Main entrance doors	Veneered shutter with special polish and laser cut metal jaali to accentuate the design
	Internal	Flush shutters with polished wood veneer. Seasoned hardwood frame and architrave
	External	Powder coated / Anodized Aluminium with toughened glass
Windows		Window frames of international standards with bug mesh shutters
Electrical	Wiring	Copper electrical wiring in concealed conduits with provision for light, internet and cable TV points. Specially designed premium range of modular switches
Air conditioning		Provision for split system air-conditioning in living/dining/ bedrooms
Power Backup		100% power backup
Video door phone		Provided at main entrance door

Annexure F

Affidavit

I / We

S / D / W / O

R / O

Presently at do hereby affirm and declare as under:

1. That I/We have applied for allotment of an Apartment No....., Tower....., on..... Floor, having Super Area ofsq. mtrs (.....sq.ft) in AMBER in UNITECH GOLF AND COUNTRY CLUB situated in Sector 96, 97 and 98 NOIDA, Uttar Pradesh (hereinafter referred to as the Apartment), from M/s Unitech Hi-Tech Developers Ltd., (herein this affidavit referred to as the 'Developer'), wherein the power back-up services are proposed to be provided by the Developer or the nominated maintenance agency or any other Developer or entity as may be appointed/nominated by the Developer.
2. That the Developer has offered to install requisite equipments in order to make available power backup in the complex.
3. That I/We accept the above offer on the broad terms as envisaged herein below.
4. That I/We hereby agree to avail power backup services in the Apartment.
5. That I/We do hereby affirm and declare that I/We shall use the power backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Developer and/or the Developers from time to time.
6. That I/We do hereby agree, affirm and declare that I shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis, that may be installed by the Developers/nominated maintenance agency.
7. That I/We do hereby agree and affirm that I/we shall be billed by the Developer/ nominated maintenance agency based on meter reading and that I/We undertake to pay the same with 7(seven) days of receipt of the said bill.
8. That I/We agree that in the event the Developer installs a separate electric meter for such purpose, I/We shall have no objection to the same.
9. That I/We agree that in the event a separate electric meter is installed by the Developer/nominated maintenance agency, the cost of such installation/repairs/replacement shall be borne by me/us.
10. That I/We do hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, the Developer/maintenance agency shall be at liberty to disconnect the said power backup services and demand payment of interest on the delayed payment at such interest rates at par with long term deposit along with other surcharges at applicable rates which I/We shall be obliged to pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I/We agree that the cost of reconnection shall be borne by me/us.
11. That I/We shall pay all the aforesaid charges billed to me/us and I/We shall not hold or delay the payment of bill of any difference/dispute, I/we shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
12. That I/We do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Apartment shall be done in conformity with the specifications and standards provided by the Developer/ maintenance agency at costs to me/us. I/We shall be solely responsible for any accident, injury, damage to the building, mishap etc. and shall not hold the Developer/maintenance agency responsible for any default or non- compliance in this regard.

13. That in the event that said Apartment is leased/licensed to any other person or entity, I shall indemnify the Developer/maintenance agency towards timely and adequate payment of bills towards the aforesaid power backup services.
14. That in the event the said Apartment is leased/sub-lease/licensed to any other person or entity, I shall indemnify the Developer/maintenance agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I/We agree that in case of non-use of the power backup services for a period of one month or more, I/we shall pay the minimum charges per KWH of my connected load as per the circular/Guidelines issued by the Developer/maintenance agency from time to time, provided prior information thereof has been given to the Developer/maintenance agency.
16. That I/We agree and affirm that I shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Developer /maintenance agency against non-compliance of the same on my/our part.

DEPONENT

VERIFICATION

Verified on day of , 20..... that the contents of para's 1 to 16 of the accompanying affidavit are true and correct to my own knowledge and that nothing material has been concealed there from.

DEPONENT





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