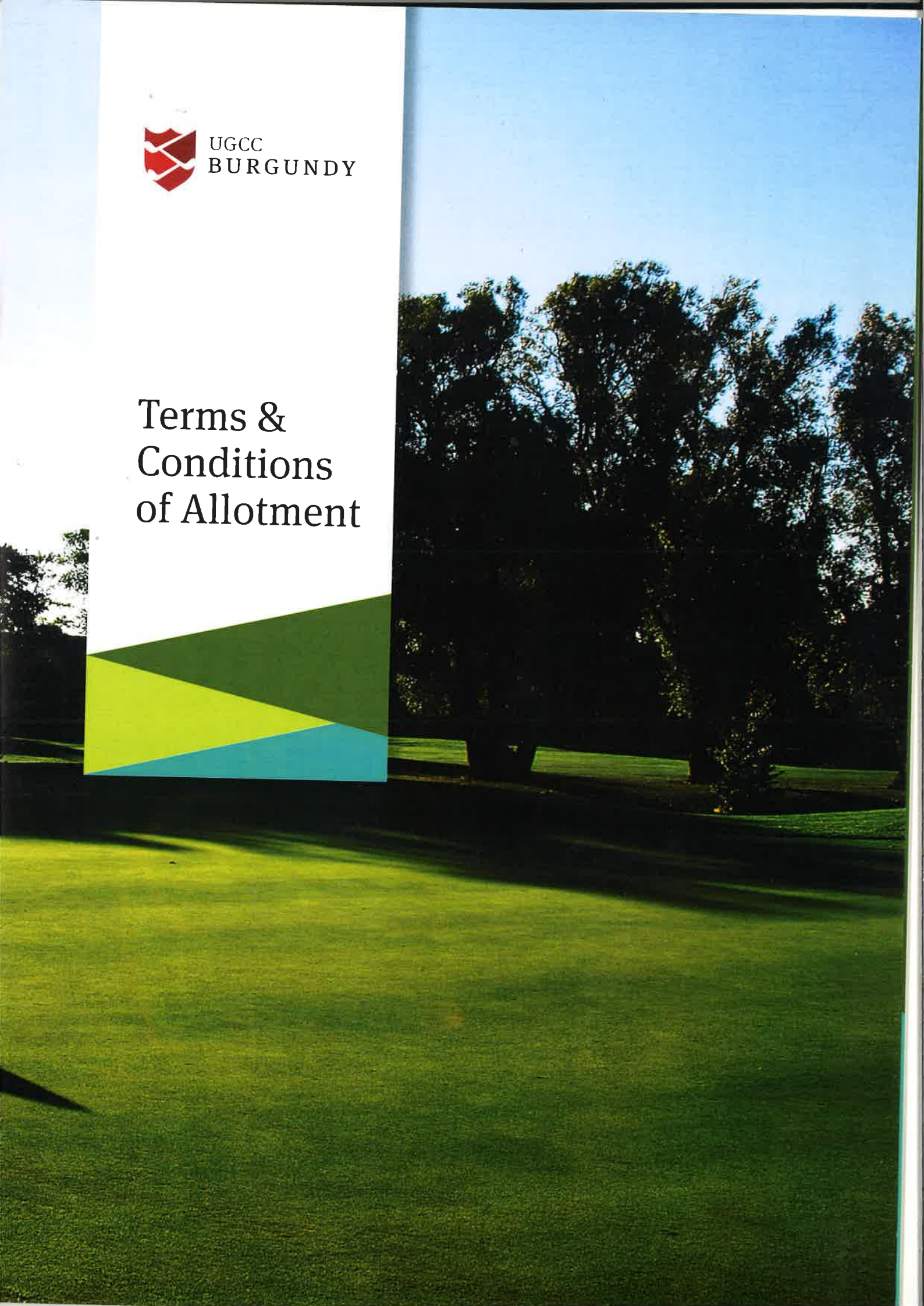
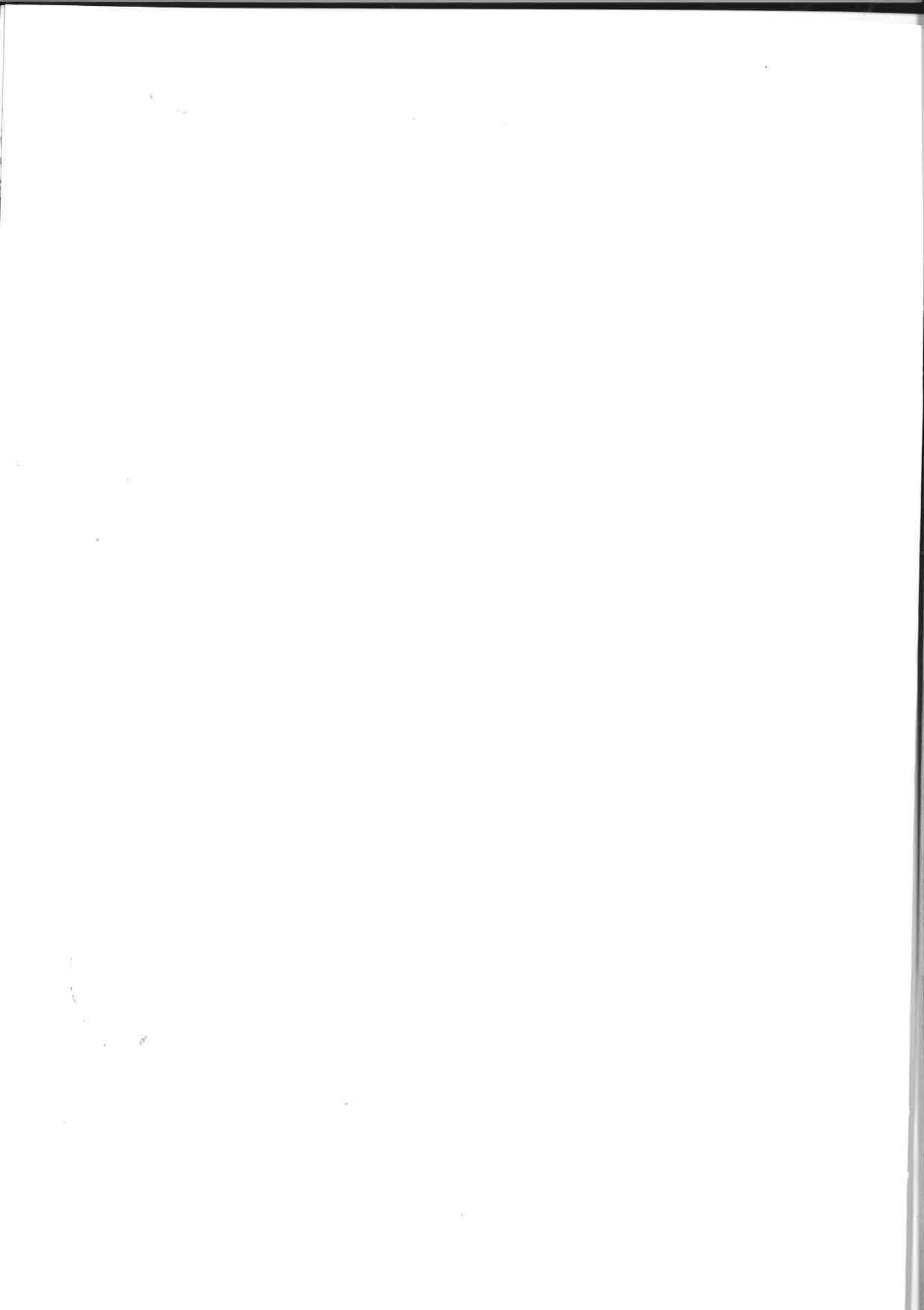




UGCC
BURGUNDY

Terms & Conditions of Allotment





Ref.:

Date:

To

Sub.: Allotment of a Bareshell Apartment No. on Level of Tower **Burgundy in Unitech Golf and Country Club**, 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 a Bareshell Apartment ("hereinafter referred to as Registration Application") in the Residential Complex **"BURGUNDY" in UNITECH GOLF AND COUNTRY CLUB** being 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 BURGUNDY Super Area sq. mtr. (sq. ft.) Terrace Area sq. mtr. (sq. ft.) 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)

Dated:

Detailed Terms & Conditions for Registration of Allotment of a Bareshell Apartment in Burgundy in Unitech Golf and Country Club, Sectors 96, 97 and 98 NOIDA, Uttar Pradesh, India

A Township known as **UNITECH GOLF AND COUNTRY CLUB** is being developed by Unitech Acacia Projects Pvt. Ltd. (Developer) a Special Purpose Vehicle (SPV) set-up by the Consortium consisting of Unitech Hi-Tech Developers Ltd. and CIG Infrastructure Pvt. Ltd. on land admeasuring 347.75 acres the lease whereof has been granted by New Okhla Industrial Development Authority ('NOIDA') to the Consortium for a period of 90 years vide Lease Deed dated 28.12.2006 and 07.08.2008 (hereinafter referred to as the Noida Lease)

The Allottee(s) has applied for registration of allotment of a Bareshell Apartment (hereinafter referred to as the Apartment) in "**BURGUNDY**" a Residential Complex to be developed in the Township **UNITECH GOLF AND COUNTRY CLUB** on the basis of building plans sanctioned by the Noida Authorities. The lay-out plan of the Township has already been sanctioned and approved by Noida Authorities on 29.08.2008.

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 the terms and conditions of the Noida Lease and other applicable laws, rules and regulations.

Subsequent to the aforesaid Registration Application for provisional allotment of the Apartment, the Developer/Consortium has provisionally allotted the Apartment (the details of the same are mentioned hereunder) 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 term 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 Authorities and/or the Uttar Pradesh Government, the Local Bodies, and the Noida Lease wherever applicable.

That the expression "**ALLOTMENT**" wherever used shall always mean provisional allotment & will remain so till such time the construction of the said Apartment (internal as well as external) is complete and a formal sub-lease 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 **BURGUNDY** 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 fit outs and interiors.

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 charge/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

That the Allottee(s) understands and agrees that the inside specifications of the Apartment (as per **Annexure C**) shall be complete at the time of issuance of letter for carrying out interiors and fit outs. However, the specifications provided for common areas and exteriors of the Tower/Building shall be completed before the issuance of Possession Certificate issued as per Clause 5 (i) (a). 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 the wet areas. However the Developer may effect any change in such specifications, as may be reasonably necessary in the opinion of the Developer's architect and for carrying out such changes material of equally good quality shall be used by the Developer.

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 carrying out the interiors and fit outs of the Apartment.

- 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. The Allottee(s) further understands that the Developer may demand one time Lease Rent at the time of execution of Tripartite Sub-Lease Deed and the Allottee(s) agrees to pay the same as demanded by the Developer.
- ii) The Allottee(s) shall pay @ Rs.45 per sq. feet of Super Area towards Electric Sub-Station charges. The Allottee(s) shall sign and execute all papers, documents, agreements, undertakings etc. 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 connection charges and / or any other charge which may be payable in respect of said Apartment during the course of carrying out the fits outs and interiors in the Apartment as well as after issuance of Possession Letter.
- vii) That the Allottee(s) undertake to pay extra charges on account of external electrification as demanded by Competent Authority.

m) **Parking Space**

The Allottee(s) shall take three 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.

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 E** shall vest solely with the Developer.
- iii) The Allottee(s) has understood and agreed that the present allotment and the subsequent sub-lease of the Apartment are limited and confined in their scope only to the said Apartment 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 carrying out fit outs / interiors, 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 carrying out fit outs and interiors. 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 carrying out fit outs and interiors. 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) **Letter for fit outs and interiors:**
 - (i) THAT the Apartment shall be offered to the Allottee(s) for carrying out interiors and fit outs within 42 months of receipt of duly signed terms and conditions by the Allottee(s) subject to Force Majeure circumstances or other similar circumstances beyond the reasonable control of the Developer provided all amounts due and payable by the Allottee(s) as provided herein have been paid by the Allottee(s). However, the Allottee(s) understands and agrees that giving the Apartment for interiors and fit outs shall in no manner be construed as handing over of possession of the Apartment. The Allottee(s) shall be deemed to have taken the actual physical possession of the

Apartment only upon issuance of Possession Certificate by the Developer. The Allottee(s) further understands that the Possession Certificate shall be issued by the Developer only after interiors and fit outs of the Apartment have been completed by the Allottee(s) as per the provisions laid hereunder and to the satisfaction of the Developer / Maintenance Agency and clearance of all dues and the grant of Occupancy Certificate for the Noida Authorities.

- (ii) THAT the Allottee(s) shall clear all his dues within 21 days from the date of issuance of letter for carrying out interiors / fit outs as per the Statement of Accounts sent along with the said letter. THAT the Allottee(s) agrees to complete the fit outs and interiors of the Apartment within 6 (six) months of the date of letter issued under clause 5 a (i) above. In case the Allottee(s) fails to complete or carry out the interiors within 6 months as aforesaid (hereinafter mentioned as the fit out period), the Developer may at the request of the Allottee(s) provide additional 3 (three) months to the Allottee(s) (hereinafter referred to as grace period) for carrying out interiors and fit outs. The Allottee(s) understands that the grant of grace period shall be at sole discretion of the Developer and as per terms and conditions specified by the Developer at that time. However, in case the Allottee(s) fails to complete interiors of the Apartment even within the grace period or fails to clear dues within 21 days of issuance of letter for interiors / fit outs, the Developer may cancel the allotment and the consequences stipulated elsewhere for cancellation of allotment shall follow.
- (iii) That the Allottee(s) further agrees that interiors and fit outs in the Apartment shall be carried out upon execution of suitable Indemnity Bond as required by the Developer. The Allottee(s) further understands that the interiors / fit out works shall be carried as per guidelines mentioned in **ANNEXURE F**.
- (iv) THAT after receipt of full consideration and other charges payable by the Allottee(s) and completion of interiors and issuance of Possession Certificate by the Developer, a sub-lease deed shall be executed in favour of the Allottee(s) on the format approved by the NOIDA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s). The Allottee(s) agrees not to occupy the Apartment before completion of the interiors / fit outs in the Apartment and upon issuance of Possession Certificate by the Developer. The Allottee(s) fully understands that in case the Apartment is occupied by him / her before issuance of Possession Certificate by the Developer and/or before execution of the Tripartite Sub-Lease Deed the same shall be at his own risk, cost and consequences and under such circumstances the Allottee(s) shall be liable to pay such fine, penalty, charges, etc. as imposed by the Authorities and / or the Developer at that time.
- (v) 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 interiors/fit outs 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 for interiors/fit-outs.

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).

- (vi) If for any reason the Developer is not in a position to offer the Apartment, 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 / charges to the Allottee(s) on this account.
- (vii) THAT the Allottee(s) understands that the Developer shall be carrying out extensive development / construction activities in the Township over a period of time. The Allottee(s) understands and agrees that various Towers / structures / amenities / facilities etc. comprised in the Complex / Township shall be completed in phases and the Allottee(s) agrees not to raise any objection or make claim or default in any payments as demanded by the Developer / Maintenance Agency on account of inconvenience, if any, due to such development / construction activities in the Complex / Township.

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 his /her 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 not 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**
Any and all taxes, levies, assessments, demands or charges levied or leviable in future on the Said land or the building or any part of the complex shall be borne and paid by the Allottee(s) in proportion to the area of the Apartment.
- k) **Alterations in the Apartment**
 - (i) 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.

- (ii) 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 Allottee(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 G". 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) his /her 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 **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 his /her 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 Developer's 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 letter for interiors / fit outs, completion of fits outs / interiors and 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 hours 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.**

(Authorized Signatory)

WITNESSES

1. _____

2. _____

Annexure A

Payment Plan

Annexure B

Super Area

The term 'Super Area' shall mean and include the covered area, verandah and balcony (including utility balconies and shafts) inclusive of the area under periphery walls, area under the columns and walls, shared area of walls common with other premises/ apartments and a proportionate share of common areas including, but not limited to, lifts, staircases, typical floor lobbies, ground floor lobby, services areas, shafts and refuge areas.

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

That it is made clear that calculation of Super Area shall not include the following:

- Convenience Shops and sites for shops, if any.
- Sites/buildings for community facilities, amenities like Schools, Clubs, Community Centre(s), Health Centre(s), Spa(s), Gymnasiums, if any.
- Roof/top terraces above Apartments, over head tanks, underground tanks, pump room, boundary wall, guard room and garbage dumps.
- Covered parking area to be allotted to Apartment Allottee(s) at basement level for their exclusive use.
- Open and reserved car parking area in and around the Buildings in the Group Housing Complex.

As per terms and conditions of allotment, the Super Area indicated in the terms & conditions 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 other occupants/Allottee(s) of the said building subject always to terms and conditions of the maintenance agreement executed by the intending Allottee(s) with the Maintenance Agency.

Annexure C

Specifications

Structure		Earthquake resistant RCC framed construction
Wall finish	External	Combination of stone, tiles and textured paint finish
	Internal	Unpainted Plastered Walls
	Lift Lobbies	Select Marble / Granite / Vitrified cladding and acrylic emulsion paint / texture paint
Flooring	All Rooms / Balconies / Terraces	RCC slab without floor finish
	Kitchen and Toilets	RCC slab without floor finish with base filling and water proofing done
	Lift Lobbies	Select Marble / Granite / Vitrified Tiles
	Staircase	Stone
Fittings	Kitchen and Toilets	Plumbing and piping without fixtures
Doors	Main Entrance	Imported Veneered Door
	Internal	No internal door frames and door shutters will be provided
	External	Powder coated / Anodized Aluminium with toughened glass
Windows		Powder coated / Anodized Aluminium with toughened glass
Electrical		Electrical wiring till the MDB, no internal wiring in the apartment Concealed conduits in the ceiling slabs upto drop points
Power Backup		100% power backup
Air-conditioning		Provision for VRV airconditioning
Elevators		3 High-speed passenger elevators with glass façade overlooking the golf course Separate Service Lobby with service elevator
Balconies		Clear or Tinted Glass / Metal Balconies in all apartments Sky gardens on Intermediate Floor Lobbies
Others		Provision for piped gas Fire fighting and detection system Water Softening Plant

Note:

Specifications provided inside the Apartment shall be complete at the time of issuance of letter for carrying out interiors and fit outs. However, the specifications provided for common areas and exteriors of the Tower / Building shall be completed before the issuance of Possession Certificate.

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:

1. 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

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 and Electric Sub-Station, AC plant rooms, fan rooms, lift machine rooms, telephone exchange, overhead and underground water tanks, mail room (if any), security room and gatehouse, maintenance office and stores, architectural and landscaping structures, gas bank, circulation areas, swimming pools provided exclusively in the housing cluster (except those attached to the club building).

Annexure F

Guidelines for Carrying Out Interiors / Fit Outs

1. The work for interior fit outs/works shall be allowed to be carried out on weekdays during normal working hours i.e. between 9.00 a.m. and 6.00 p.m.
2. Noise Work shall not be allowed between 2pm to 4pm.
3. No work shall be carried out on Sundays and public holidays without prior permission of the Developer / Maintenance Agency.
4. No structural changes (internal or external), shall be carried out.
5. In case the work on external façade is being carried out during the fit out period, the allottee(s) shall ensure no interference of whatsoever nature in such work being carried out by the Developer.
6. All internal changes, if any, must be got approved from the developer / maintenance Agency in writing.
7. No alterations shall be made in common areas.
8. The external design of the building, colour, Door / Window material and location etc., shall not be changed / altered.
9. During the progress of interior works, the Allottee(s) shall maintain and ensure safety and security of the buildings/ structure, installations, other fixtures and fittings, neighborhood and shall not interfere with the exteriors of the Complex/building.
10. The Allottee(s) during the progress of interior work shall store all materials inside the apartment only.
11. No hutments / shelters shall be allowed for the labour / workers during the course of interior work and Allottee(s) shall make their own arrangement in this regard.
12. Water and electricity, single point, during the fit out period shall be provided by the Developer/maintenance agency however charges for the same shall be payable by the Allottee(s) at the rate determined by the Developer/ Maintenance Agency.
13. In case of any damages / loss to the building or complex, caused while carrying out the interiors or otherwise by the Allottee or the workers employed / engaged by the Allottee / or its agents, the Allottee shall be liable to recoup the same as directed by Developer / Maintenance Agency.
14. The permission to carry out the interior work shall not mean the possession of the Apartment and possession of the Apartment shall only be transferred after issuance of Possession Certificate and execution of the Tripartite Sub-Lease Deed and payment of entire sale consideration and other charges including Stamp duty and /or other related charges.
15. The Developer shall have the first lien and a paramount charge on the Apartment until the entire Sale Consideration and other charges have been paid and legal formalities completed.
16. In case of any legislative change, notification or guidelines, which may eventually affect the interior works, the Allottee(s) undertakes to comply with those guidelines / changes while performing such interiors.
17. Allottee(s) is responsible for periodic disposal of debris and waste material. After completion of the interior work, the Allottee(s) shall dispose all debris and waste materials in the Apartment / Complex at his / her / their own cost within 7(seven) days of the completion of interiors, failing which the same shall be disposed by the Developer / Maintenance Agency at the cost and risk of the Allottee(s).
18. The Allottee(s) shall himself / herself / themselves be responsible for the security of materials stored in the Apartment.
19. For the purpose of carrying out fit-outs and interiors, only the service elevator shall be made available.

The intending allottee / allottee(s) have read and understood the above instructions and undertake(s) to fulfill the above stated guidelines.

Annexure G

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., on Level, Tower, in BURGUNDY, having Super Area of sq. mtrs. (..... sq. ft), Terrace Area of sq. mtrs. (..... sq. ft) 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 back-up 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 back-up services in the Apartment.
5. That I / We do hereby affirm and declare that I / We shall use the power back-up 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 back-up 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



UGCC Pavillion, Sector 96, Expressway, Noida 201 305
T +91 120 3985100/3985156 F +91 120 3985167 W www.ugcc-india.com

Registered Office 6, Community Centre, Saket, New Delhi 110017, India