

unitech

TERMS & CONDITIONS OF ALLOTMENT



THE RESIDENCES

SECTOR-117, NOIDA

Date :

To

**Sub: Allotment of apartment in Group Housing Complex "THE RESIDENCES"
Plot No GHP 0001, Sector 117, Noida, Uttar Pradesh.**

Dear Sir / Madam,

This has reference to your application dated _____ for registration of provisional allotment of an Apartment in residential Complex "THE RESIDENCES" proposed to be developed by Unitech Limited (the Developer) on a parcel of land of Plot No GHP 0001, Sector -117, Noida, Uttar Pradesh, India.

We are pleased to inform you that you have been provisionally allotted an Apartment bearing No. _____, on Floor No _____ in Tower _____. admeasuring, Super Area of _____ sq. mtr. (_____ sq. ft.) Terrace Area _____ sq. mtr. (_____ sq. ft.) in "THE RESIDENCES" Complex on terms and conditions attached hereto.

The said Apartment shall be transferred to you on sub-lease basis in accordance with the terms and conditions annexed hereto and the sanctions and approvals to be accorded by the Noida Authorities.

We request you to kindly go through the Terms and Conditions of allotment and sign the same at mark "X" in token of your acceptance and return both the sets at the earliest. One set duly signed by us shall be returned to you for purposes of reference and record.

For any further clarification please feel free to contact the undersigned.

Thanking you

Yours truly,
For Unitech Ltd.

(Authorized Signatory)

Dated :

**DETAILED TERMS AND CONDITIONS OF PROVISIONAL ALLOTMENT OF AN
APARTMENT IN
"THE RESIDENCES"
IN SECTOR 117, NOIDA, UTTAR PRADESH, INDIA**

Unitech Ltd. have been allotted land approximately 71.29 acres(288500sq.mtrs) situated in Sector 117, Noida , UP (hereafter the "Said Land") on lease basis for a period of 90 (Ninety) years vide Lease Deed dated 03.03.2008 (hereinafter referred to as "Noida Lease") duly registered with the Registration Authority of District Gautam Budh Nagar vide Document no 1144, Bahi No 1, Jild No 1873 , executed by New Okhla Industrial Development Authority (hereinafter referred to as "NOIDA").

Of the said land , on a parcel of land , Unitech Ltd propose to develop a Group Housing Complex styled as "THE RESIDENCES"(hereafter the 'Complex')

The Allottee(s) has seen and perused the Noida Lease and is fully satisfied that Unitech Ltd ('the Developer') is authorized and is legally and sufficiently entitled to allot Apartments in "THE RESIDENCES". The Allottee(s) has vide application dated applied for registration/allotment of an apartment in this Complex.

Pursuant to the said Application of the Allottee(s) for registration of allotment, the Developer has provisionally allotted an Apartment to the Allottee(s) Apartment bearing No , on Floor No in Tower admeasuring , Super Area of sq. mtr. (sq. ft.) Terrace Area sq. mtr. (sq. ft.)on the terms and conditions mentioned herein and the Allottee(s) has verified and is satisfied with the records which entitle the Developer to allot the Apartment.

The Allottee(s) hereby undertakes that it shall abide by all laws, rules, regulations, notifications, including the U P Ownership of Flats Act, 1975, terms and conditions of the NOIDA and/or laws and byelaws 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 No. Floor Block having a Super Area of approx. sq. mtrs. (approx. Sq. ft.) and terrace area of approx sq mts. (approx. Sq.ft.) in Group Housing Complex "THE RESIDENCES" in Sector 117, NOIDA, Uttar Pradesh (hereinafter referred to as the said Apartment).

B. Change in Specifications/Super Area

- (i). The Developer reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and/or location of the Apartment. If due to such change, there is any increase /decrease in the Super Area of an Apartment or an Apartment

becomes preferentially located, the Developer shall have the right to revise the price for the allotment of the Apartment and the revised price for the Allotment shall be calculated at the original rate at which the Apartment was booked.

- (ii). The Allottee(s) understands that in the event of any variations in the Super Area of the Apartment or its location, the Developer shall not be liable and/or shall not 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 decrease or increase in the Super Area. In such an event, the Developer shall be liable to refund to the Allottee(s) 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 may be. The Allottee(s) shall satisfy himself in respect of the design, specifications, fittings etc. used in the Apartment at the time of taking possession of the Apartment.

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 only) 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 charges for use of Car Parking space .

B Registration Amount

Out of the total Consideration the Allottee(s) has already paid an amount of Rs /- (Rupees only) 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 and annexed hereto 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% per annum compounded quarterly for the period of delay.

D. 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 A" and in "ANNEXURE B".

E. 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 herein 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 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).

F. 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 hereunder shall be the essence and basis for 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 and brokerage paid, if any.

G. 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.

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 or lien on the said Apartment and the Developer shall be free to sell the same 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) and brokerage paid, if any, due from the Allottee(s).

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 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 planned 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.

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, floor, tower or area of the Apartment, number of car parking slots(open and covered) and design and specifications. For such changes opinion of Developer's Architect shall be final. Further, to implement any such change and if considered necessary and required by the Developer, a supplementary document may also be executed with the Allottee(s).

Provided, however, if as a result thereof, there be any change in the location, no. of preferential locations, 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 Apartment was booked.

- (ii) In case during the course of construction and/or after the completion of the Complex, any further construction on any portion of the land or building or terrace 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 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 proposed Complex shall continue to remain vested with the Developer.

L. Payment of other Charges and Costs

- (i) The Allottee(s) shall pay to the Developer lease rent charges @ Rs.95/- per sq. ft. towards lease rent calculated on proportionate basis as per the Noida Lease.
- (ii) The Allottee(s) shall pay @ Rs.40/- per sq. ft. of Super Area for Electric Sub-Station Charges. The Allottee(s) shall sign and execute all papers, documents, agreements etc., for the purpose of obtaining electricity and/or any other service or connection as and when required by the Developer.
- (iii) The Allottee(s) shall pay to the concerned authority Electric Meter installation charges, security deposit for the Electric Meter and the energizing charges as applicable.
- (iv) All costs, charges and expenses including the stamp duty, registration charges etc. payable on any instrument, deed or document, including the sub-lease deed, to be executed by the Developer in favour of the Allottee(s), shall be borne and paid by the Allottee(s) only. The Developer shall assist the Allottee(s) in registering the Sub-Lease Deed, with respect to allotment of the Apartment in favour of the Allottee(s) at the cost and expense of the Allottee(s).
- (v) In addition to the above, if there is any imposition, levy, tax, rate or charge of any kind attributable to the Apartment/land underneath, due to any act of any 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 consumption charges and sewer charges and/or any other charge which may be payable in respect of the said Apartment.
- (vii) That the Allottee(s) also undertakes to pay electricity connection charges and charges for external electrification as demanded by the Competent Authority.

M. Parking Space

The allotment of Car Parking space either open or covered will be provided by the Developer on first cum first serve basis, on stipulated payment for exclusive use in the Complex by the Allottee(s). The Allottee(s) agrees to pay towards No. open /covered car parking space. The Allottee(s) further agrees that the parking spaces allotted by the Developer shall be an integral part of the Apartment and cannot be sold or dealt with independent of the Apartment. Car parking space(s) shall automatically stand transferred along with the transfer of the Apartment. The Allottee(s) may apply for additional parking space which may be allotted subject to availability and at the prevalent rate. All terms and conditions of allotment pertaining to the allotment, possession, forfeiture, cancellation of Apartment etc., wherever applicable shall also apply mutatis mutandis to the parking space allotted to Allottee(s). The Allottee(s) further undertakes and agrees that reserved car parking space(s) allotted do not form part of common areas of the said Building/Complex.

N. Club Membership

That the Allottee(s) undertakes and agrees to pay Rs. 50,000/- towards Club Membership Registration Charges. This Club may be developed simultaneous with/after development of complex.

3. COMMON AREA AND FACILITIES

- (i) The Allottee(s) understands and agrees that the Consideration of the Apartment allotted by the Developer represents only the price of the said Apartment and does not include any element of cost/price/lease rentals towards the other lands forming part of the Said Land approximately (71.29 acres) and the constructions, running and operation of facilities and utilities proposed to be developed on those lands including Facilities specified in ANNEXURE D which shall remain outside the purview of allotment of the Apartment. The Allottee(s) further understands and agrees that facilities mentioned in ANNEXURE D, may at the discretion of the Developer, be developed, operated and maintained by separate entities/agencies of the Developer. Further, the Allottee(s) understands and agrees that for availing the said facilities, services and/or amenities; the Allottee(s) shall sign and execute separate agreement(s) with the Developer or with concerned agency and/or other terms and conditions as may be stipulated by the Developer.
- (ii) The Allottee(s) has further agreed that all rights of ownership of the 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 and the Developer shall have the sole right and authority to deal with the Said Land, facilities and/or the amenities developed thereon.

- (iii) The Allottee(s) has agreed and understood that the present allotment and subsequent sub-lease 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 so provided specifically and the Developer shall have the absolute discretion and the right to decide on the user, manner and method of all other lands, facilities, amenities, areas, etc.

4. MAINTENANCE

A. Maintenance Agreement

- (i) The Allottee(s) shall enter into a 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 (hereinafter referred to as "Maintenance Agreement"). The Allottee(s) shall pay the maintenance charges as determined by the Developer/nominated Maintenance Agency for a period of 2 (Two) years in advance along with applicable service tax and/or any other levy, the same shall be determined and payable at the time of offer of 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. 50/- per sq. ft. of Super Area towards Interest Free Maintenance Security Deposit (hereinafter referred to as "IFMSD"). The IFMSD shall be utilized to secure adequate provision for replacement, refurbishing, major repairs of the facilities and equipments etc., installed in the Complex and defrayment of expenses necessitated by any unforeseen occurrence involving expenditure in relation to the Complex. This deposit shall be non refundable. However, on formation of "Association of Residents" the balance fund available in this Account after adjustment of unpaid maintenance dues of the Apartment, if any, shall be remitted to the Association.
- (ii) So long as the maintenance and replacement charges are paid regularly, as provided herein, the Allottee(s) or anyone lawfully claiming under him/her shall be entitled to use the Common Area and Facilities. In the event of default of such payments, it shall not be open to the Allottee(s) to claim use of the Common Area and Facilities and the Developer, in its sole discretion, shall be entitled to stop the use of such Common Area and Facilities. The use of such Common Area and Facilities shall be restored as soon as the breach is rectified.

B. Scope of Maintenance

The scope of maintenance and general upkeep of 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, Insurance, Maintenance of Fire Fighting System, Garbage disposal, Water supply, Sewerage system, Common Area lighting. The services outside the Apartment but within the Complex shall broadly include Maintenance and upkeep

of internal roads, pathways, boundary walls/fencing, Horticulture, Drainage System, Street Lighting, General watch and ward within the Complex.

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/ or the Maintenance Agency may restrict the entry of outsiders into the Complex in order to maintain peace and tranquility in the Complex. However, provision of such watch and ward service would not create any liability of any kind upon the Developer and/or the Maintenance Agency for any pilferage, theft or any kind of mishap in the Building/Complex.

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 expense and the Developer shall not be held liable in any case for any damage or loss caused or occurred or which may occur on account of any negligence or omission of the Allottee(s) in carrying out such interiors or any act of a third party.

F. Fire Safety

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

5. POSSESSION OF APARTMENT

A. Possession

- (i) The possession of Apartment is expected to be delivered by the Developer within 36 months hereof subject to Force Majeure circumstances (as mentioned herein) or the circumstances beyond the control of the Developer 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/structures comprised in the Complex/Township shall be ready and completed in phases.
- (ii). In the event of any default or negligence attributable to the Allottee(s) in fulfillment of terms and conditions contained herein, without prejudice to the other rights of the Developer as mentioned herein, the Developer shall be entitled to extension in the delivery time of Possession of the Apartment as stipulated in 5A(i) above.

B. Notice for Possession of Apartment

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 21 days of clearance of dues as demanded by the Company. After clearance of dues if 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 failure of the Allottee(s) to take possession within the stipulated time. 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. However in case the Allottee(s) fails to clear his dues within 21 days of issuance of notice of possession, the possession of Apartment shall not be handed over and the Allottee(s) shall be deemed to be in default of payment and all such consequences as are stipulated herein for default in payment(s) shall ensue including but not limited to cancellation of Allotment of Apartment.

C. Holding Charges

- (i). In the event the Allottee(s) fails or neglects to clear the dues as demanded by the Company and or neglects / fails to take the Actual Possession of the Apartment, apart from the default of payment and all such consequences as are stipulated herein for default of payment, the Allottee(s) shall be liable to pay holding charges of Rs.5/- per sq. ft. per month of Super Area for delay in taking the possession of the Apartment after the expiry of 42 days from the date of notice of Possession. 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 may be determined by the Developer or the maintenance agency, until the Allottee(s) has taken Actual Possession of the Apartment.
- (ii). The Developer would pay charges @ Rs. 5/- per sq. ft. per month of Super Area for the period of delay in offering the possession of the said Apartment beyond the period indicated in clause 5 A , save and except for reasons beyond the reasonable control of the Developer and Force Majeure events as mentioned in clause 9-A. These charges would be adjusted at the time of issuance of notice of possession of the Apartment.

D. Default

If for any reason the Developer is not in a position to offer the allotted Apartment, the Developer shall offer the Allottee(s) an alternative property or refund the amount paid by the Allottee(s) with Simple Interest @ 10% per annum without any further liability to pay damages or compensation of any kind whatsoever.

6. COVENANTS OF THE ALLOTTEE(S)

A. No Right of Allottee(s)

That save and except in respect of the Apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature whatsoever except right of ingress/egress, over or in respect of the Complex, open spaces, Parking Spaces and /or any of the common areas thereof.

B. Possession of Common Areas

That the possession of the Common Areas shall remain with the Developer who shall through the maintenance agency appointed by it, supervise the maintenance and upkeep of the same

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 purposes of residence and shall not use the Apartment for any activity 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.

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 facade of the Apartment /Tower in the Complex. Name plate of the Allottee(s) may be displayed at the place designated by the Maintenance Agency.

I. Neighborhood Development

That the Allottee(s) shall not raise any objection or make any claim or delay any payments demanded on account of inconvenience, if any, which the Allottee(s)

may suffer due to any development/construction activities or other incidental /related activities being carried out in the Neighborhood.

J. Compliance of Laws and Noida Lease

The Allottee(s) shall abide by the laws of land, including 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 body and/or other local authority for violation of any law by the Allottee(s), the same shall be paid by the Allottee(s). The Developer shall have no liability in this regard.

K. Taxes and Levies

- (i) Any and all taxes, levies, assessments, demands or charges, if any, levied or leviable in future on the Said Land or any part of the Complex and attributable to the Apartment shall be borne and paid by the Allottee(s) in proportion to the area of the Apartment.
- (ii) That the Allottee(s), shall furnish his/her Income Tax Permanent Account Number (P.A.N.) or Form 60/61.

L. Alterations in the Apartment

- (i) The Allottee(s) shall not make any additions or alterations in the Apartment which may cause blockage or interruption in the Common Areas and Facilities within the Complex and/or additions/alterations which may cause any structural damage to 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 facade of outer walls of the Apartment.

M. Change of Nominee(s)

- (i) That the Allottee(s) is entitled to get the name of his/her nominee substituted in his/her place, after at least 30(thirty) percent 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 regard.
- (ii) The Allottee(s) shall not assign, transfer, lease or part with possession of the Apartment without taking 'No Dues Certificate' from the Developer or the maintenance agency appointed by the Developer, as the case may be.

N. U P Ownership of Flats Act, 1975

The Allottee(s) agrees and undertakes to abide by all the applicable laws, rules and regulations including U P Ownership of Flats Act, 1975, Government orders or any other laws applicable earlier or made applicable hereafter to the said Apartment /Complex and the terms and conditions of the Noida Lease.

O. 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 the Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Developer by Registered post and email 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 them at the time when those should ordinarily reach such address.

P. 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 undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, the Allottee(s) shall also execute any document as may be required for this purpose, containing requisite terms and conditions for provision of electricity.

Q. Power Back-up

That the Developer shall install additional equipments for Power back-up in the said Complex at no additional installation cost to the Apartment Allottee(s). It is however accepted by the Apartment Allottee(s) that the availability of the said Power Back-up facility shall be subject to regular payment of consumption charges by the Allottee(s) towards the said facility. An undertaking with regard to the said Power Back-up facility, duly executed by the Apartment Allottee(s) is annexed hereto as **Annexure 'F'**. Further the said power back-up facility is an additional feature and the Apartment Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on the part of the Maintenance Agency / Association of Apartment Owners/any other Developer or body providing the same, to continue to provide the same. The said Power Back-up Facility shall be usage based and the Apartment Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency in providing the same. That the Apartment Allottee(s) agrees and undertakes 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 the control of the Developer/ Maintenance Agency/ any other body providing the same.

R. Further Papers, Applications, Declarations etc:

The Allottee(s) shall, from time to time, sign all applications, papers, documents, declaration etc., and all other relevant papers, as required, in relation to the allotment of Apartment by the Developer 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.

S. Finance Facility:

The Developer shall have the right, to raise finances from any Bank/Financial Institution /Body Corporate and for this purpose create an equitable mortgage of the 'Said Land' in favour of any such Institutions to which 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 charge during the development of the Complex. Notwithstanding the foregoing, the Developer shall ensure that such a charge , if any, is released before the execution of the Sub-Lease Deed of the Apartment in favour of the Allottee(s) to ensure transfer of Apartment free of charge.

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 itself or 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 or Agency 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 person or agency 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(s) to the Developer by the Allottee(s) as per the Payment Plan opted shall not be delayed.

8. INDEMNITY

- (i) The Allottee(s) undertakes to abide by the terms and conditions of Allotment as mentioned herein and the applicable laws.
- (ii) The Allottee(s) undertakes to indemnify, defend and hold harmless the Developer, their directors, officers and employees and their respective Affiliates (such Affiliates, directors, officers and employees are collectively, referred to as 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) arising from acts or deeds or

omissions attributable to the Allottee(s), including any contravention, breach or non-performance by the Allottee(s) or any of his/their authorized representatives or agents of any of the terms and conditions, covenants, or obligations contained herein.

- (iii) The indemnification rights of the Indemnified Persons hereunder are independent of, and in addition to, such other rights and 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. Force Majeure

The Allottee(s) agrees that in case the completion and/or handing over of possession of the Apartment is delayed due to non-availability of construction materials 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 service by any agent, contractor, consultant or workers engaged by the Developer in relation to the construction and 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 Governmental 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 delivery of possession of the Apartment as stipulated herein. Further the Developers decision with regard to existence of any Force Majeure event or consequent extension of time in delivering the possession shall be final and shall not be disputed by the Allottee(s).

B. Execution of Sub-Lease Deed

The Developer 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 completion of construction of the Apartment and after payment of the full consideration and/or other dues or charges mentioned herein by the Allottee(s). That all expenses towards execution of the Tripartite Sub-Lease Deed including any statutory charges, stamp duty, registration expenses, miscellaneous or any other charges payable in law shall be paid and borne by the 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. DECLARATION

That the Developer shall file the Declaration, if required, under the applicable laws in respect of the Complex.

12. 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 obligations 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.

13. 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, including but not limited to ;
 - (i) Payment of all rates, taxes charges, revised 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 proportion to the Super Area of the said Apartment . In exceptional circumstances, in case the time of deposit for payment of such dues is extended by NOIDA, the Allottee(s) shall be liable to pay interest as is stipulated in the Lease Deed or as otherwise directed by NOIDA for the defaulted amount for the period of delay in payment.
 - (ii). Complying with all directions issued or regulations made by NOIDA now existing or hereinafter to exist 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 other inhabitants of the Complex.
 - (iii). Not to display or exhibit any picture, poster, statue or any other articles on the outer façade of the Building or in the Complex which are indecent or immoral. The Allottee(s) shall also not display or exhibit any advertisement or placard in any part of the Building.

14. 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 Apartment .

15. DISPUTE RESOLUTION

- (i) 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 shall, in the first instance, be mutually discussed and settled between the Allottee(s) and the Developer.

- (II) 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.
- (iii) The venue of arbitration shall be Noida/ Delhi and the Award of the Arbitrators(s) shall be rendered in English.

16. NOTICE

- (i) 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 me/us and the same are acceptable to me. The Allottee(s) agree, affirm and undertake to abide by the terms and conditions of the allotment as mentioned herein.

ALLOTTEE(S)

For and on behalf of Unitech Ltd.

.....

(Authorised Signatory)
.....
.....
.....

WITNESSES

1.....

2.

ANNEXURE-A

PAYMENT PLAN

Allotment Date :

Customer code :	
Customer Name :	
Joint Holder :	
Address :	

Property Details	Tower -	Floor -	Unit -
------------------	---------	---------	--------

Property Type	: RSFL2FU	Area :	Sq.Ft.
		:	

Sale Consideration Breakup

Account Head	Amount(Rs.)
Basic Consideration Price	
Lease Rent Charges	
PLC	
Car Parking Charges	
Total :	

Payment Schedule

Payment Description	Due Date	Amount(Rs.)
On Booking/Registration	/ /	
Within 45 Days of Registration/Allotment	/ /	
On final notice of possession *	/ /	
	Total payable:	

- Plus Other Charges
- Service Tax will be charged extra as applicable.

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, circulation area with corridors, passages and staircases, lifts, shafts (electric, fire, plumbing,), 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. Common area shall also 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 saleable area of the apartment.

That the following shall not be part of the Super Area:

- Convenience Shops and sites for shops, if any.
- Sites/buildings for community facilities, amenities like Schools, Clubs/Community Centres, Health Centre(s) and structures for games and sports,
- 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 other occupants/Allottee(s) of the said building/complex, subject always to terms and conditions of the maintenance agreement executed by the Allottee(s).

ANNEXURE - C

COMMON AREAS

Common areas and facilities shall be as under:

Entrance hall and lobby at ground floor and refuge areas, roof terrace, Decks, Electric Sub-Station- DG rooms, AC Plant Rooms, Fan rooms, lift machine rooms, Telephone Exchange, Over head and underground water tanks, Mail room (if any), Security room and Gate House, Maintenance office, Architectural and landscaping and underground structures with roofs, Circulation areas.

ANNEXURE – D

SPECIAL FACILITIES

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

1. Swimming pool
2. Sports cum cultural club
3. Beautifully landscaped central grass
4. Shopping

ANNEXURE-E SPECIFICATIONS

Structure	Earthquake resistant RCC framed structure	
Flooring	Living / Dining Bedrooms Balconies Common areas & staircase Lift lobby Domestic Help Room	Vitrified tiles Laminated wooden flooring Ceramic tiles Stone / marble Stone / vitrified tiles Ceramic tiles
Walls/Ceiling	External Internal Lift lobby	Exterior paint Plastic emulsion paint, ceiling in OBD, Domestic help room / toilet in OBD Combination of stone and paint
Lift	One passenger and one service lift in each tower	
Kitchen	Flooring Wall finishes Kitchen Counter	Ceramic tiles Ceramic tiles up 600mm height above the counter area Granite counter with stainless steel sink with drain board
Doors	Internal / Main Door External	Seasoned hardwood frames with moulded European style shutters Anodized / powder coated glazed Aluminium doors
Toilet	Wall Flooring Fittings	Ceramic tiles upto 2100mm height Ceramic tiles EWC and wash basin in white colour Single lever CP fittings, granite counter, Pipeline for geyser, Indian Wc in domestic Help room toilet.
Windows	Anodized / powder coated glazed Aluminium windows.	
Electricals	Three phase supply independent meter, Copper wiring in concealed conduits, Modular switches	
Communication	One telephone jack each in living room and master bedroom, Intercom facility to each flat in living room	
Television	TV Point in living room and master room	
Air Conditioning	Split A/C provided in living room and Master bedroom, Provision for split A/Cs in Other bedrooms	
Power back-up	24 x 7 power back-up	

ANNEXURE-F
AFFIDAVIT -Cum-UNDERTAKING

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._____, in Tower _____, Block _____, on _____ Floor, having a super area of _____ sq.mtrs (_____sq. ft.) terrace area of _____ sq. mtr. (_____sq. ft.)in **THE RESIDENCES Group Housing Complex** in Sector 117, NOIDA, Uttar Pradesh (hereinafter referred to as the Apartment), to be developed by Unitech Ltd(the Developer)
2. That the Developer or the Maintenance Agency nominated by the Developer or any other entity appointed/nominated by the Developer for maintenance of common services and facilities in the Complex will provide Power Back-up to cater to requirements of power in common areas and facilities provided therein. The power back-up facility will also be provided to ensure operation of essential services such as water supply, lifts and fire fighting equipments installed in the Complex.
3. That I/We hereby agree to this arrangement contemplated by the Developer. This is for the benefit for all the residents and occupants of the Complex.
4. That in order to provide the planned power back up , the Developer may install equipments such as DG. sets etc., and I/We shall not raise any objection or dispute of any nature whatsoever against the installation of equipments in the Complex.
5. That I/We do hereby agree, affirm and declare that I/We shall regularly pay to the Developer/ nominated Maintenance Agency the charges in proportion to the area of the Apartment as demanded/ calculated by the Developer or the Maintenance Agency nominated by the Developer.
7. That I/We do hereby agree and affirm that I/We shall not claim any loss or damage whether direct or indirect from the Developer /nominated Agency in the event of default or breakdown or low voltage, low frequency or non availability of power back up for reasons which are beyond the control of the Developer or the agency appointed by the Developer.

8. That I/We shall pay all the charges for the said power back up billed to me/us and I/We shall not hold or delay the payment or dispute its accuracy. I/We further agree and affirm that in the event of any difference/dispute, I/We shall first pay the required charges by due date and thereafter seek to resolve the dispute.
9. That in the event the said Apartment is Leased/Licensed to any other person or entity, I undertake to indemnify the Developer/Maintenance Agency against non payment or short payment However, in case of failure to pay the charges, the Developer or maintenance agency shall be entitled to recover the same from me/us or the occupant through Court of Law.

DEPONENT

VERIFICATION

Verified at on _____ day of _____, 200____ that the contents of Para's 1 to 9 of the accompanying Affidavit are true and correct to my own knowledge and that nothing material has been concealed there from

DEPONENT

ENDORSEMENTS

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2700 100000

-24-

ENDORSEMENTS

unitech

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