

To,

Dated:

Applicant : Mr. _____
Address : _____

Co-Applicant(s)

Name: Mrs. _____
Address : _____

Sub: Builder Buyer Agreement of Residential Dwelling Unit in "RATAN PEARLS" situated at **GH-01D, SECTOR-16, GREATER NOIDA (WEST) U.P.**

Dear Sir(s)/Madam,

In response to your application dated _____. We " **RatanBuildtech Pvt. Ltd.** " a Company registered under the Companies Act, 1956 having its Site office at **GH-01D, SECTOR-16, GREATER NOIDA (WEST) UP.** (hereinafter referred to as the Company which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential Apartment No. _____ on _____ **Floor**, in **Tower** _____.

Super Area:- _____ .00 Sq. Mtr.

Polyline Area i.e. carpet area of the apartment: - _____ .00 Sq. Mtr.

Common Area with the apartment:- _____ .00 Sq. Mtr., as per annexure 'A ' attached for specifications and amenities, in the proposed Group Housing **Project known** as " **RATAN PEARLS** " situated at Plot no. **Tower** _____, **GH-01D, SECTOR-16, GREATER NOIDA (WEST) UP.** For the Total Cost of Rs... _____ =00 (_____ **Only**) excluding GST tax @ 12% (6% CGST and 6% SGST) as assessed and attributed by the Government of India.

IFMS shall be Rs. 25/- Sq. Ft. payable at the time of possession. All payment payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

1. SQ. MTR = 10.764 SQ.FT.

Map of the apartment is attached herewith.

The construction is likely to be completed on OR before _____ (Excluding fit-out period of six months)

*Note: The Super Built up area comprises of the polyline (P Line) area of the apartment (i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboard, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground and basement, overhead water tanks, machine rooms, munties, garbage room etc.) and the proportionate common area of the project which includes Indoor sports rooms, club, security rooms, R.W.A. room, maintenance room, common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed common areas which are not separately charged.

The following are not included in the Super Built-Up Area:-

Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open to sky swimming pools, Open sports facilities, Weather Sheds, in accessible flower beds, common open to sky terraces, and void like etc.

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

Interpretation of some indicative terms-

Applicant :- Means persons (s)/Firm/Company, applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form

Application (Booking Application):- A request for allotment of apartment made by the Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant prior to execute the allotment letter they will be considered as **Intending Allottee(s)**.

Allotment Letter: - Confirmation of booking of apartment by the Company and an agreement over a standard prescribed format of company which is duly executed between the Company and Allottee(s).

Allottee(s) :- Those who have executed the allotment letter over a standard format of Company thereafter a particular apartment(s) has reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the apartment.

Apartment: - The dwelling unit /flat in the project which is identified by a number, that number is also identifying the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Applicant in the Said Project, details of which has been set out in the Application

Apartment Act: - The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

That the allottee shall get this Agreement registered immediately at his/her convenience, fail to get the same shall be responsibility of the buyer who shall be bound to pay the installments as agreed.

Area:-

- **Area of land: -** Total Area of land over which the project is going to be construct.

- **Super Built-up Area:** - Means the covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises/apartments which form integral part of said apartment and common areas shall mean all such parts/areas in the entire said project which the allottee(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, munties, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc. if provided.
- **Polly line Area:** - All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.
- **Carpet Area :** - The covered area of the usable rooms at any floor level (excluding the area of the wall), as per NBC-2005.
- **Common Area and Facilities* :-** Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control penal room, installation area of transformer and DG set, guard towers, entrance and exit of the Township, water supply, treatment plants, pump house ,sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.
- **Independent Area*:** - Means the Areas which have been declared but not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners.
- **Limited Common Area and Facilities*:** - Means those areas and facilities which are designated in writing by the promoter before the allotment, sublease or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartment. ' All above definitions are as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Basic Cost of Apartment:- The consideration amount for sub lease of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter.

Company: - That is “**RatanBuildtech Pvt. Ltd**”a company registered under the companies act 1956 having its Site office at**GH-01D, Sector-16, Greater Noida (West), G.B. Nagar, U.P.**

Complex : - The entire area having apartments of different types and dimension in various Blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

Force Majeure Clause: - Means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.

- Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- Strikes or lock outs, industrial dispute.
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Township/Said Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

Layout and Plans :- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment.

Payment Plans: - These are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges:- Means the charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the Said Township/Said Project as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Apartment, payable on monthly basis.

Project/Scheme:- Means, "**Ratan Pearls**", situated at **GH-01D, Sector- 16, Greater Noida (West)**.

RWA:- Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed as per prevailing The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

"Taxes" shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Project/Said Township.

Whereas lease hold land of the aforesaid project has been allotted to the Company i.e. M/s. RatanBuildtech Pvt Ltd.(Company) measuring 16863 sq.mtr. (4.26 acres approx.) by the Greater Noida Industrial Development Authority (GNIDA), a body corporate under the UP Industrial Development Area Act 1976 on lease hold basis under the scheme code BRS-04/2010 for development of Group Housing at GH-01D, Sector – 16, Greater Noida (West) vide its acceptance letter no. PROP/BRS-04/2011/276 dated 13th January, 2011 AND Allotment No. BRS04/1000024 dated 25th January, 2011, Out of 185456 Sq. Mtr. land of 16863 Sq. Mtr. (4.26 acre approx) sub divided to consortium members and 16863 Sq. Mtr. entered on 08th January, 2013 to M/s. RatanBuildtech Private Limited as per letter no. Builders/BRS/04/2011/699 dated 06th July, 2011. Whereas agreement to lease for 16863 sq. mtr. (4.26

acre aprox) entered on 08 January 2013 by Greater Noida Industrial Development Authority with the Company and registered vide **Document No.12339 in Book 1 Volume No. 419 at Pages Nos. 155 to 208 on 08 January 2013** in the office of Sub Registrar, GautamBudh Nagar (U.P.). And whereas the builder has taken over the physical possession of aforesaid plot from the "GNIDA" on 08th January, 2013. The Company is authorized to execute sub-lease of the apartments for the super built-up area in favor of its allottee(s) on the terms & conditions of booking application, allotment letter & Lease Deed executed in favor of Company by the GNIDA. Whereas as per the norms of GNIDA, the land will be used for commercial, residential, open spaces, parks, play grounds, roads, public parking purposes etc. and the whole Group Housing will be developed in phases and will be utilized for apartments/communities/clubs/storage/commercial constructions etc. Whereas all terms and conditions of the lease deed of the above Group Housing Plot executed in favor of the company shall also be applicable to the allottee(s).

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S) AS PER THE PAYMENT PLAN ANNEXED:

- That the building plans of proposed Group Housing has been duly submitted/ sanctioned to/by the Greater Noida Industrial Development Authority (GNIDA). The Project/complex will have apartments of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parkings and spaces for public amenities, community, clubs, storage and commercial constructions etc.
- That the allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project is/are fully satisfied about the title and rights of the company in respect of the aforesaid project . The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in accordance to the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of this allotment letter.

Note: The request for any change in construction/specification of any type in the apartment will not be entertained.

- That as per the Layout Plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with importable and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the apartment. It is clarified that only the allottee(s) of the apartment of a particular floor/block will have an undivided interest in limited common facilities for dwelling units of individual floor/block. (Limited Common Areas and Facilities for apartments mean those common areas which have been reserved by the promoter for the use of certain apartment or apartments to the exclusion of other apartments). And also an undivided interest in the General Common Areas and facilities of the scheme.
- That the applicant(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company , the Government/GNIDA or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the GNIDA which comprises of limited

nos. of the apartments/flats in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and Green Building FAR etc shall be permissible as per the Authority's regulations time to time. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace to achieve the enhanced FAR. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this application and terms & conditions, it shall be presumed all time consent of the applicant(s) for all which has been stated herein. That the intending allottee(s) will further provide undertaking under Section 10 (b) of 'The Uttar Pradesh Apartment Act, 2010' Form "B" along with this Allotment letter.

- The declaration under section 12 of 'The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010' has been submitted by the company in GNIDA in respect of the project. The copy of the same has been seen and understood by the allottee(s) and he/she/they are agreed with the same. If further changes in layout/elevation/design, coverage area, common area and limited common area take place (as the case may be) due to statutory requirements, then it will be presumed the applicant(s) all time consent for the same.
- That the consideration is for the total area of the said apartment which will be sub-lease, as mentioned herein the property known as "Super Built Up Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats/apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, studio apartment, community, clubs, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochure, map or any other document has been calculated on unplaster brick wall to brick wall bases. The Company can sub lease the vacant apartment (s) or the complete Block of the apartment (s) as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.
- That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GNIDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GNIDA/ Authority Concerned shall not be considered the delay on part of the company.
- That the schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).

Note:- In case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution for any reason, the company has sole right to reissue them or reject the application of reissuance. If/Whenever they are reissued by the Company , that shall attract a fee of Rs. 10000/- every time, as administrative charges and shall be payable by the allottee(s).

- That the intending allottee(s) have to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. with the execution of allotment. The set of all these documents are available in a printed format and soft copy, if the intending allottee(s) don't agree with any of the terms and conditions or the content therein, the intending allottee(s) can cancel the said booking and ask for refund of amount deposited without

any interest before signing the Allotment Letter. if the Allotment Letter has been signed by the intending allottee(s) and then he/she asks for refund of amount deposited, then 10% of the total cost of the apartment will be forfeited and balance amount, if any will be refunded without interest.

- That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter for the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or a duty/obligations towards the company.
- That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the allottee(s) or any family member accompanying him/her.
- That the allottee& co-allottee (if any) will have equal share in the apartment and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottee(s) booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said allotment and the allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 10 % of the cost of the apartment. For the refund in an above said case, consent of all allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the allottee(s).
- That the installments of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the payment of due installment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s) , the allotment will be canceled and 10% of the cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more then fifteen days then there will be no grace period and interest @ 18% per annum shall be charged from the day one. In the eventuality of a prolonged delay where the cancelation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 18% per annum whichever is higher.

Note: Timely payment being the main essence of this allotment, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reason , shall be the sole responsibility of the allottee(s).

- That in case the intending allottee(s) want to get his/her/their allotment cancelled due to any reason whatsoever, then 10% of the cost shall be forfeited and balance, if any shall be refunded without interest.
- That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting to 3 %change in the super built-up area of the apartment Including terrace/balconies, there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund, However any major alternation/ modification resulting in more than ± 3 % in super built-up area, including terrace/balconies of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee (s) in writing about the changes thereof and the change in the enhanced cost of apartment. The allottees (s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice, In case the allottee(s) doesn't give consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and without any interest. No other claim of the allottee (s) shall be considered in this regard.

It shall always be clear that any alteration / modification resulting in more than ± 3 % change in the super built — up area of the apartment including terrace/balconies, then the demand or refund shall be applicable for the entire area eg. : for a ± 4 % change the demand or refund shall be applicable for the total 4 % area.

- That if for any reason Whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.
- That the construction of the project is likely to be completed as early as possible, the following can affect to that , regular and timely payments by the allottee(s) availability of building material etc. any dispute with the contractor, change of laws by Government/ local authorities/any court order/force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
- That the proposed project is comprising of many blocks, and as soon as the construction of particular block will be completed with all the basic amenities attached to that block, the company after applying for the completion certificate of particular block to the authority concerned will offer the possession of the apartment in that block to the allottee(s). The construction of remaining blocks will be on going and it can take further time to the completion of the remaining blocks. The allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part could also be applied for a particular block of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).
- That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever the date given in the allotment letter is an assessment only and construction could be completed earlier to that.

- That a written intimation for completion of apartment will be sent to the allottee(s) and a Fit-Out-Period of six months will commence from the date of "Offer For Possession". The said "Fit Out Period" is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touch i.e. installation of sanitary- ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out-Period and after the registration of sub lease deed of the apartment only. After the registration of sub-lease deed the allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- The final touch to the apartment shall be given after the registration of sub lease deed and the consent of the allottee(s) shall be presumed that the keys of the apartment were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allottee(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even then the keys of the apartment were not been taken back.
- That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left , then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter 'offer for possession.
- That if there is delay in handing over the possession of apartment beyond 06 months from the proposed dated of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time.. Vice-versa the penalty of Rs. 5/-per sq. ft. on delay in taking in possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not process with the requisite compliance as per the letter of "Offer for Possession". The said penalty shall commence from the date of expiry of Fit- out period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions (A condition of the company shall be entitled and entertained. Further in case of Bank loan the due amount will be refunded to the bank and balance amount will be refunded to the allottee(s).
- That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
- That there will be defect liability period of two years as per Apartment Act 2010 Chapter II Clause 4(8), from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the

manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.

- It is hereby agreed understood and declared that the Sub lease Deed/Registry of the apartment shall be executed and registered in favor of allottee(s) after the apartment has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges. i.e. cost of Stamp Duty for registration of the Sub lease Deed/Registry, registration charges,/fees, miscellaneous expenses and Advocate's legal fees/charges, these fee and charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. any the stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
- That until a Sub lease Deed is executed and registered, the company shall continue to be owner of the apartment, the allotment shall not give any right or title or interest therein to the allottee (s) even though all the payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor to the allottee(s) on the other hand company Is constructing the Township as its own as a promoter, the sub lease will be affected after the actual construction/finishing of the apartment and by way of an executed sub lease Deed. The Company shall have first lien and charge over the apartment for all its dues that may/become due and payable by the allottee(s) to the company.
- That after taking possession of apartment, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of apartment or any other ground whatsoever.
- That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
- That the allottee(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Gov. / Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment. The apartment shall be used for the residential purpose.
- That the car parking will be available inside the complex, as per the Application Form The cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee(s). One car parking is mandatory. No car/ vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said project to the Resident's Welfare Associations of the project. The R.W.A or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces.

- That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
- That single point electric connection will be taken for the complex from the competent authority and the electricity will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in the application and also according to all other Terms & Conditions as per the electricity supply agreement.
- That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

Note: - Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.

- That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said project from the banks/financial institutions after mortgaging the land/apartment of the said project. However, the sub lease deed in respect of apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.
- That the rate for Electricity charges will be as per the rates of State Electricity Board which includes Fixed charges, regulatory charges, unit charges, taxes and duties. However the line losses of the unit charges will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable by the allottee(s) along with the consumed unit charges the rate of which will be decided by the company on the basis of the cost of the inputs like fuel/gas, wages etc. and will increase / decrease along with the cost of these inputs. Details are attached with 'Electricity Supply Agreement'. The rates of Electricity and Power Back consumption including the fixed charges (payable in case of minimum / non-usage of electricity and power backup) will be decided by the company.
- That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (les) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr. K. Raheja" Development Corporation" Ws state of Karnataka Case decided by the honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.

- That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company.
- That the allottee(s) has/have to pay non-refundable interest free maintenance security (IFMS) to the company @ Rs. 25/- per sq.ft. of the super built-up area. That the allottee(s) also has/have to pay monthly maintenance charges which shall be decided by the company based on the prevailing cost of maintenance at the time of possession and the said amount will be utilized for electricity expenses, cleaning, maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the complex.

Note: NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of apartment by the apartment owner otherwise the subsequent buyer will not be allowed.

- That the apartment shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any were in the common areas shall not be permitted. Any type of change Inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.
- That at the time of handing over the maintenance of the Project to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gensets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area.

Note: - All the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the company and all right are reserved with the company for the said areas.

- That the contents of each apartment along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. the company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the Project.
- That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address did not intimate) will be deemed to have been receiving by the intending allottee(s)/allottee(s) and the company shall not be responsible for any default.

- In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- That the following are enclosed herewith which are also being the part of this allotment letter.

- (a) PAYMENT PLAN
- (b) UNIT MAP
- (c) ANNEXURE 'A'

I/we have fully read and under stood the terms and conditions mentioned herein above and the terms and conditions of the scheme broacher code **BRS-04/2010 and the lease deed executed in favor of the company by the GNIDA all shall be abide and binding over me/us. It is clear to me/us that for any change in layout my/our written consent is required as per the law, I/We hereby given consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.**

Form "B"

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

Office of the Competent Authority at "**RatanBuildtech Pvt. Ltd.**".

I/We, _____ S/D/W/oMr.
 _____ R/o. _____.

Acquired apartment no. _____ in the property "**RATAN PEARLS**", situated at **GH-01D, Sector- 16, Greater Noida (West)** by way of gift, exchange, purchase, or otherwise or taking lease of an apartment from **M/S RATAN BUILDTECH PVT. LTD.**

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid Mrs. _____ before the date of transfer. Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

