

The stamp paper of Rs. 100/- forms Part & Parcel of the Allotment Letter issued by **M/s TRIDENT INFRAHOMES PVT. LTD.** (CIN NO.: U70200DL2010PTC209005) (PROMOTOR RERA REGISTRATION NO. UPRERAPRM1568) [PROJECT RERA REGISTRATION NO.: for Phase-1(Tower A,B,C,D,E&F,) (UPRERAPRJ6457), Phase-2 (Tower G,H & I)(UPRERAPRJ6476) and Phase-3 (Tower J,K,L& Commercial) (UPRERAPRJ6492), A Company incorporated under the Companies Act, 1956 having its **Regd. Office at B-4,2nd floor, Defence Colony, New Delhi-110024 and Corporate Office at H-58, Sector-63, Noida – 201301** ,hereinafter referred to as the **COMPANY**, which expression shall its assigns and successors etc. unless the subject and context requires otherwise of the one part, in favour of

Click or tap here to enter text.

(Hereinafter referred to as the ALLOTTEE, which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise) of the other part.

For

Apartment No.:XXXX; Type. **MIG (2 BEDS + 2 Toilets);** Floor. **16th;** Block.: **Tower-A;** Saleable/Leasable Area.: **990 sq.;** Built-up Area.: **826.65 sq.;** in the project known as **TRIDENT – EMBASSY situated on PLOT No.- GH-05B SECTOR-1, GREATER NOIDA WEST.**

TRIDENT INFRAHOMES PVT. LTD.
ALLOTMENT LETTER

To, MR. Click or tap here to enter text. Add: - Click or tap here to enter text.	Click or tap here to enter text.
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Dear Sir / Madam,

This is with reference to your request and application no. **FAPN-00333**, dated **FILL DATE** with **M/s TRIDENT INFRAHOMES PVT. LTD.** (CIN NO.: U70200DL2010PTC209005) for having its **Regd. Office at B-4, 2nd floor, Defence Colony, New Delhi-110024 and Corporate Office at H-58, Sector-63, Noida – 201301** (hereinafter referred to as the Company) for allotment of a residential Apartment in **TRIDENT – EMBASSY at PLOT No.- GH-05 B, SECTOR-1, GREATER NOIDA WEST.**

We are pleased to inform you that we have allotted you an Apartment in “**TRIDENT – EMABASSY**”, situated at PLOT NO. GH-05B, SECTOR-1, GREATER NOIDA WEST as per detail below.

This allotment is subject to the terms and condition detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document.

APARTMENT DETAILS:-

Type: **MIG (2 BED + 2 Toilet)**; Floor: **16th**; Block: **Tower-A**; Saleable/Leasable Area.: **990 sq.ft.**; Built-up Area.: **826.65 sq.ft.**; in the project known as **TRIDENT – EMBASSY situated on PLOT No.- GH-05B, SECTOR-1, GREATER NOIDA WEST** (hereinafter referred to as “The Apartment”).

DRAFT

COSTING INFORMATION (AFTER GST INPUT CREDIT DISCOUNT)

Description	Amount
FFC	Click or tap here to enter text.
LEASE RENT	Click or tap here to enter text.
POWER BACK UP	Click or tap here to enter text.
EEC	Click or tap here to enter text.
IDC	Click or tap here to enter text.
Basic	Click or tap here to enter text.
CLUB MEMBERSHIP	Click or tap here to enter text.
IFMS	Click or tap here to enter text.
COVERED CAR PARKING	Click or tap here to enter text.
Total	Click or tap here to enter text.

Amount in words: Click or tap here to enter text.

Note: - FOC means “Free of Cost”

(The Allotment Letter is subject to realization of the booking amount cheque/draft)

PAYMENT PLAN: DOWN PAYMENT PLAN

Milestone Name	%	Description	Amount(Rs.)
At the time of Booking 10.00 BSP	10	BSP	
Total			

Note: - Taxes will be payable extra, as per applicable rates

WHEREAS TRIDENT INFRAHOMES PVT. LTD. (hereinafter referred to as a 'Company') has acquired the plot of land admeasuring 30,480 Sq.mtr. being PLOT No.- GH-05B, SECTOR-1, GREATER NOIDA (WEST,) U.P. (hereinafter referred to as 'said Plot' which has duly been registered with the Greater Noida Industrial Development Authority and has taken physical possession of the said Plot from Greater Noida Industrial Development Authority.

AND WHEREAS keeping in view the terms other Sub Lease Deed of the said Plot, the Company has planned to develop the project named as "TRIDENT – EMBASSY" on the said Plot as per the building plans approved or to be approved by the Greater Noida Industrial Development Authority.

AND WHEREAS the Company is authorized for construction of Group Housing on the said Plot and also entitled to allot the dwelling units on sub lease basis to their Allottee(s) and also provide space for certain facility.

AND WHEREAS the intending Allottee(s) has/have seen the title documents and other relevant papers between the Greater Noida Industrial Development Authority and the Company pertaining to the said plot has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of plot subject to all laws and undertakings given by the Company to the Greater Noida Industrial Development Authority. The Company has right to develop and construct the Apartments on the said Plot and has also right to allot the Apartments of different sizes and dimensions in favour of their Allottee(s).

AND WHEREAS saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim, or right of any nature or any kind of whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space not allotted to him/her/them, which shall all remain the property of the Company for times unless the Company decides to dispose them off, but subject to right of the Allottee(s) as mentioned hereinafter.

AND WHEREAS the Apartment on all floors shall be allotted as an independent Apartment as per the prevailing by laws. The Allottee(s) shall not be permitted to construct anything on the terrace in case of any change in the F.A.R and carry out construction of further Apartments in the eventuality of such change in the F.A.R with consent of allottees.

SINCE IT IS a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases. As such the allottee(s) must take the possession of the apartment as soon as it is made available for the possession.

AND WHEREAS there would be no price escalation for the booked apartment.

AND WHEREAS the intending Allottee(s) is/are aware of and has/have knowledge that the proposed plans of multi-storied building/tower/block are tentative and agreed that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company or the Greater Noida Industrial Development Authority or any other Local Authority or Body having jurisdiction with consent of allottees.

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee(s) has/have agreed to acquire from the Company a residential apartment to be constructed in the multi-storied buildings/towers/blocks on the said Plot to be known as TRIDENT – EMBASSY. The Leasable Area is subject to change up to the maximum limit of +5% which is chargeable / refundable at the same rate.

AND WHEREAS the Company has allotted the said Apartment in multi-storied buildings/towers/blocks in the said Project known as "TRIDENT – EMBASSY" on the said Plot to the Allottee(s) and the allottee(s) has/have agreed to acquire the same.

AND WHEREAS the lease consideration is for the total area of the said Apartment, as mentioned herein above property known as "Leasable-Area", which comprises the built up area (including walls), areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances

arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and carry out further construction in case of any change in the F.A.R, club, open spaces, parks, parking (excepting what has been allotted to the Allottee(s) by this letter or tot-lots, public amenities, shopping centres and other facilities and amenities will be the sole ownership of the Company who will have the authority and power to use and/or transfer the same in any manner whatsoever.

1. (a) That in case the allottee(s) wants to avail a loan from bank/financial Institution or his employer to facilitate the acquirer of the Apartment applied for, the Company shall facilitate the process subject to the following :
 - i. The terms of the Bank/Financing agency/employer shall exclusively be binding upon the allottee(s).
 - ii. The entire responsibility of the getting the loan sanctioned and disbursed will exclusively be on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the due payment to the Company, as per schedule, shall be ensured by the allottee(s), failing which the allottee(s) shall be liable to pay applicable interest for the delayed period.
- (b) Instalments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein above along with service tax as applicable. The Allottee(s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as per their opted Payment Plan, or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and earnest money of the Basic price of the Apartment will be forfeited and balance amount (if any) will be refunded without any interest. Then earnest money of the Basic price of Apartment will be forfeited and balance amount (if any) will be refunded without any interest.
- (c) If for any reason the booking of the apartment is cancelled by the Allottee(s)/, then earnest money of the Basic price of Apartment will be forfeited and balance amount (if any) will be refunded without any interest.
- (d) Instalment Call Notice/Demand letter if issued by the Company to the effect that instalment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment.
- (e) In exceptional circumstances, the Company may, in its sole discretion condone the delay in payment, by charging @12% interest. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).
2. The Allottee(s) has/have agreed that for the purpose of calculating the sale price of the said Apartment the leasable area shall be the super area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities only.
3. (i) That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change
 - (ii) The request letter for change of the right of the allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate

from the concerned bankers or financial institute in case payment against the said apartment was made by the allottee(s) by rising funds/loans against allotted Apartments as security from bankers/financial institutes or employer.

- (iii) The substitution/change of name in place of the Allottee(s) will be done as per the applicable law and subject to charges as demanded by the Company.
- 4. The said project/complex shall always be known as "Trident Embassy" and this name shall never be changed by the Apartment buyer or anybody else. The name of the said complex and the Promoters / Developers name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Complex.
- 5. The Apartment's Building plans are provisional and tentative and such are subject to change at the instance of the sanctioning Authorities or the Company and changes can be made during the course of construction without any objection or claim from the Allottee(s). The building will be of specifications as per annexure attached herewith.
- 6. The Allottee(s) has/have agreed and accepted the proposed plans, designs, specifications, which are tentative and subject to variations, modifications, alterations in the layout plan/building plans, designs as the Company may deem fit or as directed by any competent authority(ies) and the Allottee (s) hereby give his/her/their consent to such variations, modifications etc.
- 7. The construction of the apartment is likely to be completed in _____ however, to force Majeure circumstances, regular and timely payments by the Allottee(s), availability of building material etc., change of laws by Governmental/ local authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
- 8. In case the company is unable to construct the Apartment within aforesaid stipulated time subject to aforesaid reasons, the on the deposited amount, provided that Allottee(s) has/have paid all payments or the instalments in stipulated time as per their opted payment plan . On the other hand if the Allottee(s) fails to take the possession of the Apartment within 45 days from the date of asking him/her/them to take the possession, Allottee(s) shall be liable to pay watch and ward charges @ Rs.5/- per sq.ft. Per month in respect of leasable area for the period the allottee(s) delays in taking possession.
- 9. It is hereby agreed between the parties that if there is either reduction or increase in the leasable area of the said Apartment or Its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. ft and other charges will Be applicable for the changed area i.e.at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the leasable area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
- 10. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained /allowed.
- 11. The Allottee(s) is/are that apartment are being allottee to various person under certain terms and conditions mentioned in their allotment letter. The allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the said apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.
- 12. Single point electric connection will be taken for the said Project from PWNL/ UPPCL or any other source and will be distributed through separate meters to all Allottee(s) through prepaid system. Electricity Consumption charges will be as per PWNL / UPPCL norms and line loss. Charges for installation of the electric meter and whole distribution system shall be payable immediately by the Allottee(s) as decided by the Company.
- 13. The Allottee(s) shall have to make the payment in time as per his/her/their payment plan opted and shall have to make the payment as pre-payment system for electricity, maintenance

- charges and/or any other charges etc. to the company or its nominated agency or to the concern authorities.
14. That the sub lease deed/title of the said apartment shall be executed in favour of the allottee(s) after making the entire payment and dues. The possession of the said apartment will be given executive and registration of the sub lease Deed/title Deed.
 15. That the Allottee(s) shall get the exclusive possession of the built up area of his/her/their allotted Apartment and will be transferred the title of this area as per prevailing bye laws in the land/building/block on which the said Apartment is situated. The Allottee(s) shall have no right, title or interest on remaining part of the Complex such as corridors, stair case & lobby, lift area, approach road etc. These and the land of the other common facility shall remain the exclusive property of the Company.
 16. It is hereby agreed, understood and declared by and between the parties that the Sub Lease Deed/ Title/ Deed/ Registry (in the form and format as prescribed by the Greater Noida Authority) shall be executed & registered in favour of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the Sub Lease Deed/Title Deed/ Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).
 17. The Allottee (s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the Company before or at the time of possession of the Apartment. The Allottee (s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. **The Allottee(s) will deposit 2 years maintenance in advance at the time of final payment.**
 18. The maintenance, upkeep, repairs etc., of the Building including the common area of the building/complex will be organized by the Company or its nominee. Security of common areas, entrance of building will also be the arranged by the company or its Nominee. However, security of individual apartment will be responsibility of allottee(s). The Allottee(s) agree(s) and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the Allottee(s) liable for applicable interest. Non- payment of any charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates this arrangement.
 19. The allotte(s) shall be liable to pay all taxes, service tax, trade tax, cesses, metro cess, Turn over tax, VAT, charges and assessment of any description, imposes by greater Noida Authority and another Authority empowered in this behalf on the said Plot, either such charges are imposed on the said Plot or on the building constructed and Apartment thereon, from time to time.
 20. The Allottee(s) agree to pay on demand taxes of any kind whatsoever, whether levied now or in future on the said plot of land and/or apartment(s) as the case may be, from the date of allotment of the apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building(s)/tower(s)/block(s), same shall be payable and be paid by the Allottee (s) in a proportion to the area of his/her/their Apartment(s). Such apportionment shall be made by the Company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).
 21. The Allottee(s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/Allottee(s). In case of an emergency, such right of entry shall be immediate.
 22. The Allottee(s) shall not change, alter or make additions in or to the Apartment or the building/tower/block or any part thereof. The Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower/block or anywhere on the exterior of the building or in the

common areas. The Allottee (s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the Apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.

23. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction on the said Plot or part thereof from the Banks/Financial Institutions after mortgaging the said Plot where the Apartments including the said apartment is situated. However the sublease Deed/Title Deed of the said apartment in favour of allottee(s) will be executed & registered free all encumbrance at the time of registration of the same.
24. The Allottee(s) agreed and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object the company constructing or continuing with the construction of the other building/tower/blocks adjoining to the building where the said apartment is situated.
25. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands and etc. in respect of the Apartment on the said plot. The Allottee/s shall be solely responsible and liable for violation if any of the provision of the law of the land and applicable rules, regulation or direction by any competent Authorities/ Departments / Court and the Allottee/s shall indemnify the company for any liability and/or penalty.
26. In case the Central Government, State Government or any other Local Authority, Department imposes any service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. upon the said land of Group Housing Plot and construction thereupon will be the liability of the Allottee/s to pay the same in proportion to their area of the said Apartment and in case any such demand of above mentioned taxes is/are paid by the Company, the proportionate amount thereof will be payable and be paid by the Allottee/s and any default by the Allottee/s in making such payment in time would constitute a lien upon the said Apartment.
27. The Company reserves the right to give on lease/sub lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he/she/they any claim on this account.
28. The Company shall have the right, without approval of the Allottee(s) in the building/tower/block, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the Allottee(s) agree(s) not to raise objection or make any claim on this account.
29. The Allottee(s) shall abide by all laws, rules and regulations of the Noida Authority/Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion the Project on the said Plot. The Apartment shall be used for the purpose for which it is allotted.
30. The Company reserves the right to correct, modify, amend, and change the plans/specifications which are indicated to be tentative and the Allottee(s) agree(s) for the same.
31. Car parking is available on request on payment basis and it shall be allotted to the Allottee(s) of Apartments on 'First Come-First serves' basic as per parking charges clause. A separate agreement for all allotment of the parking will be executed between company or its nominees and the allottee(s). Allotment of one car parking per apartment is mandatory.
32. That a Club facility is proposed to be provided in the said complex. The Allottee(s) shall be made a member of the club for which membership fee, as per club membership charges clause (Non-transferable) shall be payable by the Allottee/s in order that the club is kept fully functional for the benefit and enjoyment of the allottee(s) in the said complex. The allottee(S) agrees to the same and to pay subscription charge/fee on monthly basis in advance to the company or its nominee(s). The club shall be managed by the company and/or its nominee(s).

33. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to the Concerned Authority, Department, Noida Authority and to the Company, shall be payable and be paid by the Allottee(s).
34. In case any action or claim is initiated by any Authority/Court to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee(s) and the Company will not be liable to pay any part thereof.
35. Further, if there is any trade Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess, Metro Cess and Fees etc. as assessed and attributable to the Company as a consequence of Government/Noida Authority/Statutory or other local authority(s) order, the Allottee(s), the Allottee(s), shall pay the same in their proportionate share, if any.
36. Until a Sub Lease Deed/Title Deed in respect of the said Apartment is executed & registered, the Company shall continue to be the owner of the said Apartment and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company / Financial Institution/Bank/Employer shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Allottee(s) to the Company/Financial institution(s)/Bank(s)/Employer.
37. The allottee(s) shall give his/her complete address to the company at the time of booking for all communications and it shall be his/her own responsibility to inform the Company by registered AD letter/Courier about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the allottee(s) has/have agreed to this. This allotment letter and its all terms and conditions does not constitute an agreement to sell.
38. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s) and the Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.
39. That all the terms & conditions of the allotment/Lease Deed of the said Plot in favour of the Company by Noida Authority as the case may be, will be mutis mutandis applicable to the allottee(s).
40. The Allottee(s), if resident outside India, shall be solely responsible to comply with the requirement as laid down in the Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance of payment(s) and obtaining permission as prescribed by law for acquisition of property in India. The Company will not be responsible or liable for any concealments or violations in this respect by the Allottee(s). A declaration and other required documents to that effect will be furnished by the Allottee(s).
41. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in Ghaziabad/Noida (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications shall govern the arbitration proceedings thereof for the time being in force. The high court of Allahabad and the court subordinate to it at Noida shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

The Company further reserves the right to raise further loan(s)/ re-finance of the existing loan(s) or any other loan against the security of the Said Land/ Said complex from time to time, for the construction of the Said Complex.

AND WHEREAS the Allottee/s has applied for the allotment of the Said Apartment with the specific knowledge that with the consent of the competent authority and as per permissible building byelaws, the

building plans, designs, specifications, measurements, dimensions, location and number of the Said Apartment and/or Said Building, floor plans may be revised and that the company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the government/Greater Noida Authority or any other local authority or body having jurisdiction time to time, if required

AND WHEREAS the Company has allowed the Allottee(s) to inspect the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result thereof and/or otherwise the Allottee(s) have fully satisfied himself/herself in all respects and has seen, understood and accepted, all the details of the Apartment, the specifications, the Complex, future block/s if any, revisions/alterations and all saleable area details, common infrastructural facilities, independent areas and facilities etc.

AND WHEREAS the Allottee has not relied upon nor is influenced by any Architect's plans, advertisements in print/electronic media or in any other form, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description of the said Complex/said Apartment.

AND WHEREAS the Allottee has read and understood the terms and conditions of this Allotment Letter and is agreeable to the same. It acknowledges that the Company has provided all the information and clarifications as sought by the Allottee. The Allottee has also relied on his/her own judgment and conducted inquiry before deciding to purchase the said Apartment. **AND WHEREAS** the Allottee has satisfied himself about status/title/interest/rights of the Company over the land on which the Said Apartment/Said Building/Said Complex is being developed/constructed and has seen the Lay-out/ Building Plans of the Said Complex, including the provisions for future development therein

AND WHEREAS the requisite allotment being offered now incorporating the details embodied in the application form, terms and conditions of which shall form part and parcel of this allotment unless superseded, directly or indirectly, by anything contained in this allotment.

WITNESSTED AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS-

1. SALES CONSIDERATION:-

That the details of the subject flat/apartment allotted to the allottee are as under:

The total price includes cost of fixtures, as mentioned in Specifications Sheet, attached herewith. All the fixtures provided in the said apartment/complex are mainly indicative and subject to change. The Allottee further agrees and understands that the Company shall have the option to choose the brand of fixtures to be installed and the Allottee shall have no right to raise any dispute or claim with regard to the brand installed by the Company in the Said Apartment.

- (i) **That** the price of the flat mentioned in this allotment is inclusive of the cost of providing electric wiring, switches, in all the rooms, toilets and kitchen, ceiling light fitting in common passages balconies in each apartment and fire fighting equipments only as prescribed in the existing fire fighting code/regulations. In addition to that for common areas and services price of the flat does not include the cost of prepaid electric meter which shall be got installed by the Company, for which additional cost of Rs. **Twenty thousand only** along with applicable taxes, if any, shall be payable by the allottee to the company over and above the price consideration stated in this Allotment Letter. In case deemed necessary by the company or of its nominees, or ordained on the company as a result of change in any legislation/ order of the Govt or any competent authority, any additional fire safety measures are required to be taken in the Said Complex, involving any additional cost, then the Allottee agrees to pay for the additional expenditure incurred thereon on **pro-rata** basis along with other allottees as determined by the company in its absolute discretion. Such amount(s) shall be payable by the Allottee in accordance with the terms and conditions of the allotment and as per the demand raised by the company from time to time

(ii) That the Allottee agrees that if due to change in the layout plan/building plan of the Said Complex/Said Building/Said Apartment: -

- (a) The Said Apartment Ceases to be preferentially located then only the amount of PLC, paid by the Allottee shall be refunded without any interest and such refund shall be made/ adjusted at the time of registration of the sub-lease deed.
- (b) If the Said Apartment subsequently becomes preferentially located, the Allottee shall pay PLC of the Apartment to the Company as applicable and as demanded by the Company.
- (c) If the Said Apartment subsequently becomes additionally preferentially located, the Allottee shall pay additional PLC to the Company in the manner as demanded by the Company.

(iii) The Allottee shall pay the total price of the said apartment in accordance with the payment plan opted by the Allottee and in addition the Allottee shall also be liable to pay all other Amount(s), charges and dues mentioned in this allotment in accordance with the demand raised by the company from time to time. The Allottee agrees and understands that the total price of the said apartment and other charges are calculated on the basis of the saleable area of the said apartment which may increase/ decrease marginally due to any change in plans. In case such increase/ decrease is 3% or more over the Saleable area of the flat/ apartment shown hereinabove, proportionate price thereof, shall be payable or refundable at the rate mentioned in this allotment. Other than the adjustment required for increase / decrease by 3% or more, the prices shall be Escalation Free. It is further understood by the Allottee that the definition of saleable area is more clearly defined in this allotment, and the Allottee agrees and affirms to be bound by the same.

(iv) That the total price of the flat payable by the Allottee is inclusive of the applicable taxes/fees/levies/ cess etc. prevalent as on 31st, March, 2014. The Allottee agrees and undertakes that in addition to total price, the Allottee shall be liable to pay additional taxes/fees/levies/cess etc. to the Company, which are imposed from time to time by the State/ Central Govt, and/or by any local body or authority. These shall be charged and paid as follows: -

- (a) A sum equivalent to the proportionate share of taxes/fees/levies/cess etc. shall be paid by the Allottee to the Company. The proportionate share shall be the ratio of the saleable area of the Said Apartment to the total saleable area of the Complex, as a whole.
- (b) The company reserves the right to demand additional payment from the allottee on pro-rata basis for the additional consideration, if any, payable in future, by the company, to Govt / Statutory or local authority and/ or to any third party (ies), arising out of or, in consequence of any order of Government/ statutory or other local authority(s) order or any judicial order relating to the allotment of the said land to the company by GNIDA and issued/ crystallizing after the date of this Allotment letter.
- (c) The Company shall periodically intimate the Allottee, on the basis of certificates from a chartered engineer and/or a chartered accountant, the amount payable as stated above which shall be final and binding on the Allottee and the Allottee shall make payment of such amount within 30 (thirty) days of such intimation.
- (d) Service Tax/ Value Added Tax (VAT)/ Goods and Services Tax (GST)/ any other tax/ levy, as applicable shall be paid extra by the allottee at the rates applicable from time to time.
- (e) Any taxes/fees/levies/cess etc. on the Complex after execution of the sub-lease agreement shall be payable by the Allottee along with all other Allottees or their subsequent transferees and the Company shall not be responsible for the same. The Allottee(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Allottee

(vi) That timely payment of dues in accordance with the agreed payment schedule is of essence to this allotment. Whereas the Company will endeavor to issue Demand Letters from time to time in respect of payments in respect of construction-linked installments due from the allottee 15 (fifteen) days in advance of the due date of payment, no such Demand letters will be issued in case of time-linked payments due. The

allottee agrees to pay the dues in time irrespective of the Demand Letters raised by the Company and that mere non-receipt of Demand Letter from the company for payment of dues will not constitute a valid reason for delayed payment on the part of the allottee. However it shall be the obligation of the Allottee (s) to comply with the agreed payment schedule without any separate reminders for the due installments. That interest at the rate of 18% per annum (which corresponds to average cost incurred by the company on borrowed funds) will be charged by the company on all delayed payments received after due dates.

(vii) That the Allottee(s) in order to pay for the consideration of the Apartment may have it financed from his/her employer or any financial institution/ banks etc. which shall be subject to the following conditions:-

- a) The Allottee shall indemnify the Company from all consequences accruing on account of having financed the Apartment.
- b) The Allottee shall be solely bound to comply the terms & conditions of the financing agency
- c) The responsibility of getting the loan sanctioned and disbursed, as per the Company's payment schedule will rest exclusively on the Allottee. The Company shall only facilitate the process. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed Company's payment schedule. The Allottee(s) shall be solely responsible to ensure the disbursement of payment to the Company. The payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provision contained in clause 3(ii).
- d) That in case the Allottee opts for a loan arrangement with any financial institutions/banks, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the Allottee shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
- e) That the Allottee before making full payment and execution of sub-lease deed cannot assign his rights, titles and interest in the flat without the prior written consent of the company. The company at its sole discretion may however allow transfer of the allotment before execution of sub-lease deed on payment of a transfer fee of Five per cent of the total sale price as per price list, as prevailing at the time of desired transfer, subject however upon the expiry of fifteen months from the date of booking. The Company shall always have a first right to buy back the said apartment at the declared sale value. The sale consideration and the terms and conditions for the above said transfer between the transferor, (to whom the Company had allotted), and the transferee shall be settled mutually between them. The Company shall act as a facilitator, not having been financially benefitted and as such not liable for any consequences of such transfer.

(Viii) That the interest, in the Limited Common Areas, Common areas, Independent areas and facilities and undivided interest of each Allottee in the land underneath the building as decided by the Company or else specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding on the Allottee. The Allottee agrees and confirms that the rights, title and interest of the Allottee in the Said Apartment, Limited Common Areas, Common areas, Independent areas and facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the Company in such declaration.

(ix) That the allottee would be required to join the Residents' Welfare Association (RWA)/ society, by whatever name called, and established for the purpose of taking care of allottees' common interests as well as for taking over the responsibility of maintenance of the said complex after the mandatory period of 24 months, for which the maintenance of the complex will be undertaken by the company. The RWA may be formed by the company or by the allottees themselves. The Allottee agrees to pay all fees, charges thereof and to complete such documentation and formalities as may be necessary for registration of such RWA as well to enable the said RWA to discharge its role effectively.

(x) That the Allottee agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the applicable act as amended up to date or any other applicable laws can substitute the method of calculating the undivided proportionate interest in the land underneath the Said Building and in Common areas and facility and independent areas in any declaration with respect to Said Apartment.

- (xi) That** the allottee undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the Application The Allottee shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Allottee till the Said Apartment is assessed separately as on 31.03.2013.

2. CONSTRUCTION/FACILITIES OF FLATS: -

- (i) That** the specifications for the Apartment are shown in the specification sheet attached hereto. The Company may on its own provide additional/better specifications and/or facilities other than those mentioned in such specifications sheet, or sale brochures or due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes will be borne by the Allottee(s) and shall be paid as and when demanded. No specific consent from the individual Allottee shall be taken for any such changes
- (ii) That** the Allottee understands that in case of change in the location of the Said Apartment due to change in the layout plan/building plan of the Said Complex/Said Building/Said Apartment or otherwise, the Allottee shall have no other right or claim as mentioned hereinabove.
- (iii) That** the Company may undertake to complete the construction of the said complex is a single composite phase or in more than one phases. The completion certificate for each phase may be sought by the company from the competent authorities separately for each phase and accordingly the possession in the said complex will be handed over in phases to the allottees. Whereas the Company will ensure that each phase is isolated, to the extent possible, from other phases of construction in the said complex, the allottee will not be entitled to raise any objection to the continuation of construction work on other phases in the said complex or refuse to take over the possession of his flat/ apartment in the phase already completed, merely on the ground that the construction work in other phases was going on.
- (iv) That** the company shall have the discretion to revise/alter within the permissible building bye laws the number of storeys, towers and to affect further changes in the layout plan, without any change, however, in the flat/ apartment allotted to the allottee, except as specified in this Allotment Letter.
- (v) That,** in case of any major alteration/modification resulting in more than 10% change in the Said Apartment or material change in the specifications of the Said Apartment, any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Allottee will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The Allottee agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his consent to all the alterations/modifications. If the Allottee objects to such change in writing, within the permitted time the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Allottee along with interest per annum as payable by nationalized banks on saving account , and the Allottee agrees that he/she/they shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the Said Apartment in a manner in which it may deem fit
- (vi) That** in case of any increase or decrease in the saleable area over and above $\pm 3\%$ of the Said Apartment due to any reason whatsoever, the price consideration shall stand accordingly increased/ decreased, as the case may be. Such increase/ decrease shall be chargeable/ refundable at the rate on which such unit/ apartment was allotted. Provided however, if as a result thereof, by any changes in the boundaries or area of the Said Apartment, the same shall be valid and binding on the Allottee(s). However, revised price will be applicable on the original price on pro-rata basis if the increase or decrease exceeds three percent of the original area. All dimensions shown in feet-inches are close approximation to metric dimensions. The Allottee agrees that any increase or reduction in the saleable area over and above plus/minus three percent

of the Said Apartment shall be payable or refundable (without any interest) at the rate on which such areas were sold/charged

(vii) That the Company shall be providing internal services within the precincts of the Complex, which inter alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines, (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external or peripheral services, such as, water, sewer, sewerage disposal, storm water drains, road, solid waste disposal and horticulture, are to be provided by the Government or the concerned Local Authority up to the periphery of the complex.

(viii) That the following features constituting the basic amenities for the Apartment shall be provided by the Company:

- Installation of lift(s) for every block.
- Installation of firefighting arrangement at all floors
- Installation of Intercom connection for each apartment
- Installation of requisite power back up for running the lifts, tube well, water pump, and common services installation of requisite power backup for every flat (on payment basis).
- Other features/fixtures as mentioned in specifications.

Additional features available on payment: -

- The Company at its discretion may construct servant rooms (or dormitories) and storage spaces within the complex for desirous Allottee(s). The consideration cost of these spaces will be charged extra.
- Usage rights of open/covered parking space if available shall be allotted on extra cost as fixed by the Company.
- Expenditure on the provision of common satellite T.V system including the necessary cabling, telephone system or any other facility provided by the Company shall be proportionately borne by the Allottee(s).

(ix) That it is mandatory for the allottee to purchase usage rights for at least one parking space for each apartment. The parking space allotted shall be associated to be identifiable with the Said Apartment and not to be sold independently.

(x) That the parking space in the basement as allotted to the Allottee shall be an integral part of the said apartment which cannot be sold/ dealt with independently of the said apartment. The Allottee may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The Allottee agrees that parking space allotted to the Allottee shall not form a part of common area of the said apartment/said building/said complex but is an independent area as detailed in disclosure.

(xi) That the company also proposes to provide for an option to the Allottee/s for installation of a car lift/ hoist, at his own cost and expense, in the covered Mechanical car parking space allotted to the Allottee/s at the Complex, to provide for an additional tier for parking of one additional car. The installation, maintenance and other expenses involved in the erection and maintenance of such equipments will be borne entirely by the Allottee/s himself. The company will provide a maximum header of 3.60 metres, from the ground level for this purpose. The Allottee/s will be responsible to ensure that the height of each particular tier of parking will be sufficient to take care of his specific height requirements according to the type of vehicle proposed to be parked in each tier. This option can be exercised by the customer only upon written authorization of the Company and may also entail levying of additional charges in lieu of recurring requirements of electrical power for the said lift/ hoist.

(xii) That the company reserves the right to further allot the un-allotted parking(s) as of the date of handing over of the maintenance of the said complex to the Resident's Welfare Association of the said complex (RWA). The RWA or the allottees of the apartments shall not have any right over the usage of un-allotted parking spaces.

- (xiii) **That** for security reasons, no car/vehicle parking is allowed inside the Complex, except in case of those allottees, who have reserved the car parking space. If any vehicle of any nature whatsoever is found parked without necessary authorization/ reservation, the company reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.

3. CANCELLATION / FORFEITURE OF ALLOTMENT:-

- (i) **That** in case the allottee requests the company for cancellation of the allotment, the same may be agreed to by the company subject to forfeiture of 10% of the total sale price, non-refundable amounts and payments made to financing bodies for loans of the Apartment. The amount(s), if any, paid over and above, the Earnest Money, any amount paid to the financing bodies and any Non Refundable Amount, would be refunded to the Allottee by the Company only after realizing such amounts from resale of the Said Apartment or six months from the date of cancellation whichever is earlier but without any interest or compensation of whatsoever nature.
- (ii) That in case if an allottee availing facility under the subvention scheme goes for a cancellation, the allottee would be under an obligation to refund the interest already deducted upfront/ monthly at the time of disbursement of the loan by the bank to the company.

It is also agreed and understood that in the eventuality of the concerned allottee's failure to refund the interest already deducted upfront/monthly at the time of disbursement by the bank, the Company shall in such case be at liberty to deduct such charges from the amount already paid to it directly by the allottee. The net amount refundable, if any, after adjusting the interest (already deducted by the bank at the time of disbursement) and after deduction of Earnest Money of 10%, as stated above, shall in such circumstances be refunded to the allottee only upon re-sale of the said unit/ apartment by the Company. It is however agreed that it shall be the responsibility and liability of the concerned allottees only to comply with their payment obligations of the EMI's, till such time as they make the payment of Pre-EMI amount, directly to the concerned financial institution.

- (iii) **That** the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amount in case of non-fulfillment/breach of the terms and conditions of the Allotment letter herein including withdrawal of the Application, and also in the event of the failure by the Allottee to sign and execute with the Company, the sub-lease deed, within six months of the date of the offer of possession by the company, upon expiry of which the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to resell and/or deal with the Said Apartment in any manner whatsoever. . The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Allottee to the Company. If the amount deposited/paid by the Allottee is less than the Earnest Money and the Non-Refundable Amount then the Allottee agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

4. POSSESSION

Possession of the Apartment will be, subject to the receipt of the entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company.

Further the possession of the Apartment will be given after the execution of the Sale Deed/Sub Lease Deed in favour of the allottee.

11. **That** subject to other terms of this Allotment letter, including but not limited to clause 1(xi) and timely payment of the Total Price and other Amount(s), charges and dues as mentioned in the Allotment letter without any default, the Company shall endeavour to complete the construction of the tower housing the flat booked by the allottee for phase 1 (Tower A,B,C,D,E & F) on or before 31st March 2018, for phase 2 (Tower G,H & I) on or before 31st December 2018 for phase 3 (Tower J,K & L) on or before 31st December 2021 subject to Force Majeure circumstances. However, if the Company fails to handover the possession till said date, the Company would pay the allottees, penalty as per terms and conditions binding with RERA on of the said project for the delay attributable to the inability of the Company in handing over the Said Apartment beyond expiry of the said possession date..

- (i) **That** any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for completion delay in possession will be confined upto the date of applying for the completion certificate only. Similarly, the Allottee would also be liable to pay holding charges @`Rs.5/- (Rupees five only) per sq. ft. per month if the Allottee fails to take the possession within 45 days from the date of issuance of the offer of possession to the Allottee. Both parties agrees and confirm to the rate of Rs.5/- per sq ft per month as a just and equitable estimate of the damages that the Allottee/Company may suffer and the Allottee agrees that it shall have no other rights/claims whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment. The adjustment of such compensation shall be made only at the time of execution of *sub lease* deeds.
- (ii) **That** the penalty as detailed and stipulated in the foregoing para shall be payable only in case the allottee(s) has made timely payment of all due installments as stipulated in the agreed payment schedule. However in case of any non compliance of agreed payment schedule by the concerned allottee(s), the stipulation with regard to the payment of the agreed penalty by the developer shall be deemed to have been waived off by the allottee(s) and he shall not be entitled to any such payment under and in terms of this booking.
- (iii) **That** the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Allotment letter and in case of termination, the Allottee shall be entitled to refund of the Amount(s) deposited by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment letter.
- (iv) **That** the Company, may in view of the aforesaid circumstances, constituting force majeure abandon the project, and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Allottee, along with simple interest @ 11% per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years, from the date of receipt of such amount and the Allottee shall have no other claim of any nature whatsoever.
- (v) **That** the possession of the unit shall be handed over on receipt of all the dues, documentation, satisfaction of the Allottee and fulfillment of the conditions as stipulated in the agreement of sale, and after transfer of title as permissible in law.
- (vi) **That** the Allottee(s) after taking possession of the Said Apartment or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the Said Apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, statutory approvals/NOC's, building material or for any other reason whatsoever. The Allottee(s) shall be at liberty to satisfy himself in all respects at the time of taking over of possession/execution of tripartite sub lease deed and if not satisfied in any manner, may seek cancellation, within 45 days, of the offer of possession, in which case the refund shall be made as per the agreed terms.
- (vii) **That** the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the Said Apartment as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the Said Apartment sold to the Allottee.
- (viii) **That** Allottee(s) agrees that in case during the course of construction and/or after the completion of the building, further construction on future block within the Complex becomes possible which shall not be objected by Allottee(s) in recognition of the company having exclusive right to take up or complete such further construction as belongings to the Company notwithstanding the designation and allotment of any Common areas as Limited Common Areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Allottee, in the Common areas and facilities and Limited Common Areas and facilities, as originally worked out. The saleable area is and continues to be identifiable with the built up area of the apartment for all intents and purposes.
- (ix) **That** until a sub lease deed is executed and registered in favour of the allottee, the Company remains to be the owner of the entire apartment along with its features, fittings, fixtures, appurtenant amenities etc., which are identifiable with the subject apartment. The payment of paid or promised or part paid and part promised price of the apartment by the Allottee (s) does not give him/her any right, title, interest or claim over the apartment and not tantamount to transfer of ownership with the Company reserving a right to revoke/cancel the allotment and to refund the amount received along with simple interest @ 11% per

annum from the date of receipt till it is paid, which is approx. the present bank rate for financial instruments involving maturity period of more than three years. It is further clarified that the Company is not constructing any apartment as a contractor of the Allottee(s) but on the other hand Company is constructing the Complex as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the Apartment after execution of the tripartite sub lease deed. The Company continues to have first lien and charge on the apartment for all its dues that may become due and payable by the Allottees(s) to the Company.

- (x) **That** the physical possession of the unit will be given only after execution of the sub-lease deed in favour of the allottee. Until the sub-lease deed as permissible in law is executed & registered, the Company shall continue to be the owner of the apartment. The allotment is non-transferable and does not give any rights, title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the apartment for all its dues that may become due and payable by the Allottee(s) to the Company.
- (xi) **That** in case the Allottee fails to execute the **sub-lease** deed within six months from the date of dispatch of offer of possession for execution of sub-lease deed failing which the Company shall have discretion to treat this allotment as cancelled and on such cancellation, the Earnest Money (hereinafter defined) along with Non-Refundable Amounts (hereinafter defined), which is paid by the Allottee shall stand forfeited. The Company shall refund balance amounts upon realization of money from resale of the Said Apartment or six months from the date of cancellation whichever is earlier. The Allottee understands that the Company has no other liability of any kind except to refund this amount.
- (xii) **That** the Allottee understand if for any reasons, the Company is not in a position to finally allot the Said Apartment by the date of completion, the Company shall refund the amounts deposited by Allottee (except non refundable amount) with simple interest at the rate of 11% per annum which is approx. the present bank rate for financial instruments involving maturity period of more than three years, calculated for the period such amounts have been lying with the Company for which the Allottee will give notice to the Company, as per above.
- (xiii) **That** the Allottee shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Allottee, with simple interest at the rate of 11% per annum which is approx. the present bank rate for financial instruments involving maturity period of more than three years for the period such amounts have been lying with the company provided that the Allottee is not in breach of any terms of this Allotment.
- (xiv) **That** subject to the other terms and conditions of this Allotment, on and after the payment of total price, and other charges and dues as per the Allotment, the Allottee shall have : -
 - a) Exclusive ownership of the area of the Said Apartment.
 - b) Undivided proportionate interest in the land underneath the Said Building calculated in the ratio of saleable area of the said apartment to the total saleable area of all the apartments in the Said Building
 - c) Undivided proportionate interest and right to use Limited Common Areas of the Said Building and pro-rata interest in the Common areas in the complex (hereinafter defined),
 - d) The Allottee shall have no right whatsoever in the Independent areas and facilities (hereinafter defined). The right of usage of the above said facilities is subject to observance by Allottee/s of covenants herein and upto date payments of all dues by the Allottee(s) as already detailed in this agreement.
 - e) Right to exclusive use of the allotted parking space(s); and the right of usage of common facilities is subject to observance by Allottee/s of covenants herein and upto date payments of all dues by the Allottee(s) as already detailed in this agreement.
- (xv) **That** the Allottee agrees that he/she shall not have any right to the Independent areas and facilities: the areas for shops, convenient stores, saloon, and restaurants / bar and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parkings in the complex, all rights in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the saleable area shall vest with the company. The Company shall have unfettered rights of ingress and egress in the above said areas. The Company shall be free to dispose of the same on such terms and conditions as it may deem fit. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent areas or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any

other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the Allottees of the complex.

- (xvi) **That** in addition to the area, the Allottee, if and as mentioned in this Allotment, may get exclusive usage rights to certain areas (like attached areas with Ground Floor unit, and attached terrace with certain upper floors flats). No construction, either permanent or temporary shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Allottee/s.
- (xvii) **That** subject to the rights of Allottee(s) as already stipulated in the preceding paras the Allottee(s) hereby covenants with the Company that from the date of the receipt of the possession notice of the Said Apartment or the date of receiving deemed possession, as provided herein before, he/she/they shall, at his/her/their own cost, keep the Said Apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He shall neither himself do nor permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-laws of the Greater NOIDA Authority or any law for the time being in force or any rule or notification issued by the local or other authority.
- (xviii) **That** the Allottee(s) agrees not to use the said dwelling unit or permit the same to be used for purpose other than for residential or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other apartments in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the apartment which tend to cause damage to any flooring or ceiling of any apartment over or below or adjacent to his apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
- (xix) **That** the Allottee(s) hereby agrees that he/ she/ they shall comply with and carry out from time to time after he/she/they has/have been put in possession or deemed possession of the apartments, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Greater NOIDA, Municipal Authority, Government or any other competent Authority in respect of the Said Apartment and the land on which the Said Building is situated at his/their own cost and keep the company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by all the Allottee(s) in proportion to the saleable area of their respective apartments. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee(s) to the Company and the same shall be payable on demand.
- (xx) **That** the Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any, and notifications or any Government directions as may be in force, permit the Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Company may impose which shall not exceed the charges being levied by the Greater NOIDA, in such cases, the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/transfer/assignment of apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Allotment to restrict nomination/transfer/assignment of the apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
- (xxi) **That** In case of any natural calamity or any other adverse situation of any kind after possession, the Company shall in no way be responsible for all or any of the losses/ damages of any kind. The Allottee(s) of Apartments, shops, convenient stores, saloon, restaurants/bar and kitchen shall be entitled to their proportionate interest in the land underneath the Said Building (in which the same are located), calculated in the ratio of saleable area of the Allottee to the total saleable area of the Said Complex.
- (xxii) **That** the Company covenant with the Allottee that on the Allottee/s paying the dues and Performing the terms of agreement and stipulations on his/her/their part herein contained shall peaceably hold and enjoy the said flat/ space without any interruption by any person.
- (xxiii) **That** the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
- (xxiv) **That** It is admitted, acknowledged and so recorded by and between the parties that the Allottee(s) shall under no circumstances will be allowed to carry out any change whatsoever in the lay outs, elevations, outer colour scheme, and /or enclosing the balconies, double height portions, shafts and merging of any areas in the flat. In case of non-compliance of these provisions by the Allottee(s) the Company without any formal notice shall be at liberty to restore the original elevations and/or outer colour scheme, entirely

at the costs and risks of the Allottee/s. Such non-compliance shall be treated as a cognizable offence under the relevant laws of the land and shall lead to cancellation of the tripartite sub-lease deed by the lessor, i.e. Greater Noida Industrial Development Authority (GNIDA). These provisions shall be applicable during the pendency of the entire lease period.

- (xxv) **That** the ownership of "Independent Areas" shall vest with the company. The company shall be free to dispose of the same on such terms and conditions as it may deem fit. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent area or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the allottees of the complex.
- (xxvi) **That** If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the Allottee(s) to the Company. In case the stamp duty or other charges payable by the Allottee(s) to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the company, such discount availed by the Allottee(s) shall be reimbursed to the Company prior to registration.

Note:

Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 30 days from the date of demand which shall formally be 45 days from the date of offer of possession.

The instalment call notice given by the Company shall be to the effect that instalment has become due as stated above shall be final & binding. It is also made clear that timely payment of the instalments is the essence of this allotment.

The measurement of the area is approx. 1 sq.mtr. =10.764 sq.ft.

MAINTENANCE

- (i) **That** the Allottee agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Maintenance Agency. The Allottee agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Allottee shall pay and clear all dues at the time of offer of possession. That an interest free maintenance security deposit @Rs.35/- per sq ft. of the saleable area shall be paid by the Allottee to the Company before possession. Further the general monthly maintenance charges @ Rs.2/- per sq. ft. on saleable area and monthly club usage charges shall be payable in advance by the Allottee to the Company/ Maintenance Agency for a period of 24 months only and upon the expiry of said period of 24 months from the date of final completion of the said complex, the same shall be payable by the Allottee on a monthly basis. The maintenance charges have been fixed in the context of the prices prevailing as on 01.04.2016
- (ii) **That** The enhancement/variation in the maintenance charges shall be subject to the increase in the cost of various inputs such as wages/salaries of necessary personnel, costs of various materials, including but not limited to the necessary various petroleum products for the provision of the maintenance services in the complex, and the said enhancement/variation would be directly in proportion to the annual percentage change/increase in the consumer price Index, as detailed hereunder:
- (iii) **That** the Annual Maintenance Charges of the lifts installed in the particular tower and pumps and other equipment's in the Complex shall be borne by the Company for a period of 24 months(which is included in the above mentioned maintenance charges), only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the Allottee to bear the said charges on an actual basis.

- (iv) **That** the apartment shall be used for the residential purpose only and not put to use for any purpose, which is likely to cause public nuisance or not permissible under the law. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in the 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 anywhere in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC bear wall supporting whole the structure therefore no change is allowed.
- (v) **That** the Electricity actually consumed by the allottee, power back up charges and replacements if any applicable, will be charged as per actuals. A common bill will be raised every month for the maintenance/ electricity charges and other related expenses through the electric meter. Upon payment by the allottee, his account will be credited by issue of pre-paid vouchers through the electricity meter. Moreover, the Company/maintenance Agency of the Company shall have the right to cut off/withhold or in any manner curtail or reduce any essential supply/service enjoyed by such Allottee, that may include disconnection of water/sewer and power/power backup connections, usage of parkings facilities and debarment from usage of any or all common facilities or any individual services, within the complex, in case the Allottee fails or neglects to pay the maintenance or any other charges, (general or common) for a period of sixty days.
- (vi) **That** the Company/maintenance agency may maintain the complex, subject to payment of maintenance charges, for a maximum period of twenty four months only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the Allottee to bear the said charges on an actual basis. On expiry of the above said period of twenty four months period or at any time before or thereafter, the maintenance services of the Complex shall be handed over to a legally constituted association of apartment owners at any time after the receipt of written request in this regard from all Allottee(s) of the complex.
- (vii) **That** at the time of handing over of the maintenance of the complex to the Allottee/s, the un-utilized balance security deposits, if any, shall be transferred to the respective Allottee/s / RWA only. The Company/maintenance agency may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The maintenance shall be handed over to the Allottees, as per the provisions detailed in para 5(vi) above.
- (viii) **That** the Allottee(s) specifically consents to sign the "Maintenance Agreement", with the Company or with the agency undertaking the maintenance activity before taking over of possession, for facilitating the running of required infrastructure facilities.

Further, the Maintenance Agreement inter alia shall broadly contain the following:-

The scope of maintenance.

- The charges pertaining to the Maintenance of common facilities/ services and independent areas and facilities/services.
 - The period, the Maintenance Agency shall maintain the common services and facilities.
 - Maintenance of fire-fighting arrangement in the complex.
 - Maintenance of lifts.
 - Maintenance of centralized security of the complex
 - Providing conservancy facilities.
 - AMC of firefighting equipment's, lifts, pumps and motors, power back up system, transformer and electricity distribution systems, intercom and any other common facility etc. (to be shared on equal basis).
 - Running charges for power back up (to be paid for separately). Other services originally provided in the complex and independent areas and facilities.
- (ix) **That** the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do not permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities.

- (x) **That** it shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) of the complex at the time of taking over of the possession
- (xi) **That** only common services shall be transferred to the Allottee(s). Independent areas and facilities: shops, convenient stores, saloon, restaurants, and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parking's in the complex, all rights in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the saleable area shall vest with the company and shall not be handed over to the Allottee(s). The Company reserves the rights to allot membership for usage of recreational facilities to persons, other than the Allottee(s) of the premises, as may be deemed fit by the Company. Post handover all the residuary rights for maintenance in the complex including various installations for maintenance shall vest either with the Company or with individual Allottees only and the residuary rights in respect of the prepaid meter system shall continue to vest with the Company till such time the electric connection from the state authorities are got transferred in their own name.
- (xii) **That** the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.
- (xiii) **That** the Allottee(s) will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
- (xiv) **That** if before the expiry period of 24 months as mentioned in Para 5(vi) above, it is observed by the Company that the Allottee(s) are not in a position or interested in taking over the maintenance of the common services after 24 months as stipulated, in that case company may at its sole discretion continue with the maintenance and the company reserves the right to revise the terms of the maintenance agreement. The decision of the Company in this respect shall be final and binding. However, it is admitted and acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the Company beyond 24 months from the final completion of the said complex, except as stated above
- (xv) **That** in terms of U P Apartments Act, there will be a Defect Liability Period, of Six months from the date of offer of possession, during which the company shall be liable to rectify the defects, if any, in the structure of the said complex. However, air cracks and 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, fire, earthquake, floods etc. and shall not be 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 allottee in sorting out the matter.

6. CLUB/ RECEREATIONAL FACILITIES:-

- (i) **That** the company will provide a Club/ Community Centre in the said complex for recreational facilities, as well for organizing social functions/ get-together for the residents in the said complex. It shall be the endeavour of the Company that such facility is located in the best interest of the Allottee(s) and as such, the location of the same shall be final and binding.
- (ii) **That** the allottee agrees to pay applicable club usage charges for the facilities the amount shall be paid as when demanded by the Company, which shall be payable as per the actual usages and service availed by the Allottee and the Allottee will be required to sign the necessary documents, which shall contain the detailed terms and conditions.
- (iii) **That** on recreational facilities becoming functional, keeping in the view the general requirement of the members, the quantum of facilities available in the recreational facilities and other incidental factors affecting running and maintenance including fees for professionals etc, the Allottee(s) shall pay charges as prescribed from time to time and also to abide by the rules and regulations formulated by the company for proper management of the recreational facilities.
- (iv) **That** the club/ community centre shall be managed by the Company and or the agency appointed by the Company. The Allottee(s) shall not interfere in the same in any manner. The Allottee(s) would be entitled to avail of the club / community centre facilities/services as per the rules & regulations of the club.

7. IFMS:-

- (i) **That** the allottee shall pay interest free maintenance security deposit @ Rs.35/- per sq ft. of the saleable area shall be paid by the Allottee to the Company before possession
- (ii) **That** so long as the maintenance charges are paid regularly, as provided in these present, the Allottee(s) or anyone else lawfully claiming under him/her, shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Allottee(s) has paid securities, it shall not be open to the Allottee to claim usage of any rights of the common facilities and that the Company, in its sole discretion, shall be entitled to stop/deny the usage of such common facilities to the Allottee(s). The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee(s).

8. SECURITY:-

- (i) **That the** Security arrangement is proposed to be provided in the said complex. Accordingly, for the purpose of safety and security of the residents in the said complex, the maintenance agency shall be free to regulate the entry/ exit of outsiders into out of the complex. The company will, however, not be liable for any incident resulting in damage to any person or property in the said complex attributable to negligence or non-performance of its obligation by the Security/ Maintenance Agency. The Allottee(s) indemnifies the Company/maintenance agency against any losses or damages of all kinds that may be caused due to any manual/mechanical failure of equipment installed or from any liability of any kind after handing over the possession of the allotted unit.

9. ELECTRICITY/ POWER BACK-UP:-

- (i) **That** the Allottee agrees that the Company may obtain single point electric connection for the whole complex from state authorities and shall be legally entitled to supply power in the said Complex in which the Said Apartment is located. The Allottee shall enter into a separate agreement for supply of electricity and the same shall be provided with a prepaid electric meter. The Allottee further agrees that this arrangement of being supplied the power to individual Allottee shall be provided by the Company or its agent only through a separate energy distribution agreement, directly or through the Company's agent. It is further agreed by the Allottee that the Company shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity factor into consideration, as may be deemed necessary by the Company. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society/association of apartment owners, the distribution of power/power back up/energy system shall continue to vest with the Company. For any reason whatsoever, if any malfunctioning in these installations is observed, the Company shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or in any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.
- (ii) **That** It is further agreed and confirmed by the Allottee that the Company shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time which may or may not be limited to the rate charged by state electricity boards. The Allottee agrees and confirms that he/she pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the society/association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Allottee confirms and understands that such power generating or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Company or its agency. The Allottee shall not have the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever and during that period, Allottee continues to be the owner of the Said Apartment. The clause shall survive the conveyance of the apartment or any subsequent sale/re-sale or conveyancing thereof.
- (iii) **That** the transformer, DG Sets, electrical panels and any other installations shall be located within the Complex. It shall be the endeavour of the Company that they are located in the best interests of the Allottee(s) and as such the location of the same shall be final and binding.

- (iv) **That** all the residuary rights for all common facilities, installations and infrastructure etc. shall vest either with the allottee or with Company and no third party shall have any interest whatsoever in any of the residuary rights.
- (v) **That** the Allottee(s) agrees that all occupants of the complex including the commercial areas or any areas other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power backup, sewerage, securities and house-keeping services, right of ingress and outgress, usage of parking facilities, usage of allotted independent areas and facilities etc. on payment of pro-rata maintenance charges. The residents shall not interfere in their usage so long as they are paying necessary maintenance/energy usage charges. In addition for common electricity & water charges shall be paid by them on pro rata basis, as in the case of residential allottee(s). All terms of the maintenance agreement shall apply to all concerned in the complex mutatis mutandis.

The Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee

10. GENERAL TERMS AND CONDITIONS

- (i) **That** the basis of calculating the proportionate charges payable by any Allottee(s) will be the proportion of the saleable area of his unit to the total saleable area of the Complex
- (ii) **That** the Allottee agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in this Allotment, failing which all letters by the Company shall be mailed to the address given in this Allotment and deemed to have been received by the Allottee. In case of joint allottees communication sent to first name Allottee in this Allotment shall be deemed to have been sent to all allottees. All e-mails/fax sent by the allottee to the Company on any matter, so as to be binding on the Company, are required to be confirmed by a duly signed hard copy, separately.
- (iii) **That** all demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee(s). The company shall not be required to obtain any further proof of the delivery of communications addressed to the allottee(s).
- (iv) **That** the Company is not required to send reminders/notices to the Allottee in respect of the obligations of the Allottee as set out in the Application and/or the Agreement and the Allottee is required to comply with all its obligations on its own.
- (v) **That** the all charges payable to various departments for obtaining service connections to the residential units like telephone, electricity etc. including security deposits for sanction and release of such connections, as well as informal charges pertaining thereto, will be payable separately by the Allottee(s).
- (vi) **That** the Allottee(s) shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other Allottee(s) in the complex. No apartment shall be used for running a guest house, hostel or crèche or any other commercial activity etc. as the same is likely to cause nuisance to the other allottees/s.
- (vii) **That** all products such as marbles, granite, stones, tiles, timber, wooden flooring, paints etc. have inherent characteristics of variations in colour, texture, grains, finished surfaces, cracks, behavior etc on completion/ handing over, without any liability whatsoever upon the developer in this regard.
- (viii) **That** in case the Allottee is an NRI or non-resident/foreign national of Indian origin/foreign nationals/foreign companies, then all remittances, acquisition/transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act(FEMA) or statutory enactments or amendments thereof and the rules and regulations

of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.

- (ix) **That** there shall be no waiver of the rights, available herein to the company, its assignees, nominee(s) or the Maintenance service provider, for any delay or failure by them to exercise any right, remedy, power and privilege under this agreement shall not constitute a waiver of their right or remedy or waiver of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.
- (x) **That** the company shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage against the construction of the proposed saleable area in favour of one or more financial institution, and for such an act the allottee(s) shall not have any objection whatsoever and the consent of the allottee(s) shall be deemed to have been granted for the creation of such charge during the construction of the complex. Notwithstanding the foregoing, the company shall ensure to get the charge vacated over the said apartment after payment of proportionate loan amount to the bank, financial institution or body corporate, before the transfer, conveyance of the title of the unit to the allottee(s).
- (xi) **That** the Allottee(s) agrees that the Company shall at all times have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objection in this regard whatsoever.
- (xii) **That** If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonably inconsistent with the purpose of the agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.
- (xiii) **That** the headings/captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in the Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
- (xiv) **That** in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee and the Company, shall be resolved through arbitration which shall be the mode of resolution of disputes, as aforesaid, under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a sole Arbitrator. For the appointment of the sole arbitrator, the Company shall identify three retired High Court Judges of the Hon'ble High Court of Delhi and intimate in writing to the allottee, the names of retired High Court Judges, so identified. The Allottee/s shall within 30 days from the receipt of such written intimation, nominate in writing to the Company, anyone of such retired High Court Judges to be appointed, as the sole Arbitrator. Upon receiving the written intimation from the allottee as stated hereinbefore, the company shall appoint the sole arbitrator to adjudicate upon the dispute between the parties. In the event, the allottee fails to nominate in writing as aforesaid, within 30 days from the receipt of written intimation from the Company, then the Company shall have the sole right to nominate and appoint, from within the three names nominated, a sole arbitrator to adjudicate upon the disputes between the parties. The allottee expressly acknowledges, accepts and agrees that it shall not be entitled to reject the names identified by the Company and rejection if any, by the allottee of the names, so identified by the Company, shall be deemed to be failure of the allottee to nominate. The allottee further acknowledges, accepts and agree that he/she shall not have any objection to the appointment of the sole arbitrator made by the Company. The arbitration proceedings shall be held at Gautam Budh Nagar only. It is also agreed that the dispute/matter will be referred for adjudication to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon both the parties.
- (xv) **That** this agreement shall be governed by and construed in accordance with the laws of India.

- (xvi) **That** the amounts paid by the Allottee(s) to the company to the extent of ten percent of the Total Price of the unit ,(which constitute the earnest money), the payments made to financing bodies/Allottee(s) for loans repaid against this unit and non-refundable amounts if any, shall be forfeited in case of non-fulfillment of terms of allotment.
- (xvii) **That** in case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.
- (xviii) **That** all the above said terms and conditions are as per prevailing rules/ orders , as on the date of launch of the project on or about dated 18/01/2014. Any subsequent rule / order shall not effect any of the contents as agreed upon, herein above.
- (xix) **That** for all intents and purposes, singular includes plural and masculine includes feminine.
- (xx) **That** the High Court of Allahabad and courts subordinate to it at District Gautam Budh Nagar and State Consumer Forum only at Lucknow, shall have the jurisdiction in all matters arising out or touching and/or concerning this booking\ Allotment.

For TRIDENT INFRAHOMES PVT. LTD

I/We hereby accept the allotment on the terms and
Conditions mentioned Herein above.

(Director)

(Signature of the Allottee/s)

WITNESSES:

1.

2.

Company

Allottee(s)