

To,

Dated: .....

Mr. .... S/o Mr. ....

Mrs. .... W/o Mr. ....

R/O. ....

**Sub:Allotment of Residential Apartment No-B-2/..... in Divyansh Flora, Plot no-GC-03/GH-03, Gaur City-02, Sector-16C, Greatr Noida West (West),U.P**

Dear Sir(s)/Madam,

In response to your application dated ..... we, **M/S Divyasnh Infraheight Pvt. Ltd.**, a Company registered under the Companies Act, 1956 (CIN No:U45400DL2011PTC224895) having its Corporate/Site Office at **Divyansh Flora, Plot no-GC-03/GH-03, Gaur City-02, Sector-16C, Greatr Noida West (West),U.P** (hereinafter referred to as the '**Company**' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential **Apartment No:- B-2/..... in Block:-Tower B-2**

RERA Carpet Area:- 49.36 sq.mtr. (531.31 sq. ft.) approx( Total Area 94.28 sq.mtr i.e. 1015 sq.ft approx).as per specifications attached herewith, in the proposed Project known Divyansh Flora situated at **Plot no-GC-03/GH-03, Gaur City-02, Sector-16C, Greatr Noida West (West),U.P** U.P for a cost of **Rs. ..../- (Rs. ....only)** , as assessed and attributed by the Government of India, payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Remarks: -

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1 SQ.MTR = 10.764 SQ.FT.

Layout of the apartment/unit and the project are attached herewith. (Annexed here with as **Annexure D & E**)

The Estimated Date of Possession will be 30/07/2018 + grace period of 6months

### **Interpretation of some indicative terms**

**Applicant:** - means persons, applying for allotment of the said apartment/unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgment of having agreed to the terms & conditions of the booking application form and allotment.

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

**Allotment Letter:** - Confirmation of booking of Apartment/unit by the Company, a format containing the terms and conditions of allotment, duly executed between the Company and Intending Allottee(s).

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

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

### **Area**

**Area of land:** - Total Area of land over which the projects going to be constructed.

**Carpet Area:** - means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

**Common Area and Facilities:-** Means all facilities to be used by all the apartment/unit, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

**Independent Area:** - Means the Areas which have been declared but not included as common areas for joint use of Apartment/unit and may be sold by the company/promoter without the interference of other Apartment/unit owners.

**Limited Common Area and Facilities:-** Means those areas and facilities which are designated in writing by the promoter before the allotment, sublease or other transfer of any Apartment/unit as reserved for use of certain Apartments/units to the exclusion of the other apartment/unit.

**Total Area:-** The area after loading of other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the Apartment/unit.

**Cost of Apartment/Unit:** - The cost of Apartment/unit is total consideration amount of a particular apartment/unit duly agreed between the company and the buyer nothing has been calculated or charged separately for location, Lease rent, parking, electricity connection power

backup connection or any other item i.e. IFMS and the applicable taxes are not the part of consideration/cost of apartment.

**Earnest Money:-** The first 15% ( fifteen) amount of the cost of the apartment/unit is the Earnest money, which indicates the intention with ability(s) of the applicants for allotment/purchase of of an apartment unit. The said amount will be forfeited in case the applicant(s) do not want to continue with.

**Fit Out Period :-** After completing the construction the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint (Items as per specifications of the Apartment/Unit) will be given to the Apartment/Unit. The duration of said fit-out is six months from the date of offer for fit out wherein the buyers may get this final installation done in their own presence. Note:- The\*items in the commercial unit shall be as per the specifications (Annexure )

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

(a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.

(b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.

(c) Strikes or lock outs, industrial dispute.

(d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.

(e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion

(f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in allotment; or

(g) any legislation, order or rule or regulation made or issued by the Govt, or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

**Layout and Plans:** - The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Apartment/unit.

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

**Maintenance Charges:** - means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting,

cleaning of all the roads, parks and other facilities in the Township (applicable if the project is situated in Township) to the Maintenance Agency @ prescribed rates on the total area of the Said apartment/unit, applicable on monthly basis and payable in advance.

**A.A.O.:-** Means an Association of the Apartment owners which shall be duly formed as per the Uttar Pradesh Apartment (Promotion of construction, Ownership and Maintenance) Act, 2010.

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

Development Authority:- Means Greater Noida Industrial Development Authority( GNIDA)

### **TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT LETTER FOR ALLOTMENT OF APARTMENT/UNIT**

- 1) That the building plans of proposed project have been duly sanctioned by the Development Authority. The project will have apartments/units of different sizes and dimensions in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, swimming pool with changing rooms, parking, public amenities, community, storage and commercial constructions etc.
- 2) That each unit of the project shall be identified with its number, which also denotes the floor number. But due to ritual beliefs floor number "13" shall be mentioned as "14", the numberings of units after 12XX shall be started with 14XX. This numbering pattern shall effect the numbers of the floors/units above 13<sup>th</sup> Floor.
- 3) That at the allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the Company. The drawing and plans of the project has been displayed at the site office of the project. The show flat constructed at the site (if any) is not in accordance with the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared with the show flat, also that the fitting fixture, finishing and other items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of this allotment.

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

- 4) That the apartment/unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section **12** of The Uttar Pradesh Apartment Act, 2010. As there are many units in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allocation, agreement for supply of electrical energy, agreement for power backup etc. have to be executed with execution of allotment.
- 5) That the allottee(s) agree to that the Company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the Company in building plans in accordance with the Government/Development Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the Development Authority which comprises of limited nos. of the apartments/units in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR, metro FAR and green Building FAR etc. will be permissible time to time as per the Authority's regulations.

The dimensions shown in the brochures, maps or any other documents have been calculated on non-plastered brick wall to brick wall bases.

- 6) That the declaration provided under Sec-12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 will be submitted by the company as prescribed, consent of the allottee(s) shall be required for any amendment/change and the allottee(s) will have to fulfil the same. That the allottee(s)/owner(s) will provide undertaking under Section 10 (b) of The Uttar Pradesh Apartment Act, 2010, 'Form B' as and when requires.
- 7) That the consideration is for the area of the said apartment/unit which will be Sold/Sub-leased, as mentioned "Carpet Area". That all other rights excepting what have been mentioned including easement rights, unsold apartments/units, spaces for commercial, recreational facilities, convenient shopping spaces, storage and commercial constructions etc. or any other spaces, which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership wherever applicable for such facilities and dispose of the assets whatever states above. The company can sub lease the vacant apartment(s)/units of the complete block of the apartment(s)/unit(s) as a whole or in part to one or more person(s)/company(ies)/institutions) whosoever.
- 8) That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Company.

- 9) That the sum of Fifteen Percent( 15%) of the cost of apartment/unit is the earnest money for the booking of the apartment/unit. In case the applicant(s) does/do not want to continue with booking,the earnest money will be forfeited.
- 10) That the allottee(s) has read over and understood all the content/terms & conditions of maintenance agreement, parking allocation, agreement for supply of electricity, agreement for power backup etc. which will be executed with execution of this allotment.
- 11) That after accepting the letter of allotment with all the terms & conditions which are also described in booking application, the applicant shall be considered as allottee(s).
- 12) That the schedule of payment/instalment mentioned in the payment plan has been duly explained to the allottee(s) who shall be responsible for making payments on time, any separate demand letter for the instalment falling due will not be required to be sent by the Company and that cannot be claimed as a right or any duty /obligations towards the Company.
- 13) That the instalments of payment will run as opted for, in the payment plan. The allottee (s) shall be bound to make timely payments as per the payment schedule and in case of default, interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The allottee(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Company officials. Timely payment is the main essence of the booking & allotment and in case of delay,interest @ 9.5% per annum shall be charged for the delayed period. In case two regular instalments remains unpaid, the allotment shall be treated as cancelled and 15% amount of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after rebooking of the apartment/unit and after receiving the sum of refundable amount from the new buyer as the company/promoter utilized the deposited amount for the development and construction of the project.
- 14)** That the timely payment being the main essence of the allotment, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reasons it shall be the sole responsibility of the allottee(s). It shall be always clear that if allottee(s) availed loan for the apartment/unit, then the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.
- 15) That the allottee & co-allottee (S) (if any) will have equal share in the apartment/unit, in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any

dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest for the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking / allotment for two months only there after the Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.

- 16) That the Company/promoter may restore the cancelled apartment/unit in its sole discretion after receiving 10% of the cost of the Apartment/Unit as restoration charges plus service tax thereon. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.
- 17) That the allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens of whatsoever nature, the Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 18)- That In case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Service Tax as applicable, as administrative charges and shall be payable by the allottee(s).
- 19)-That due to any alteration / modification as the Company may deem fit or as directed by any competent authority(ies) results in  $\pm 3$  % change in the area of the apartment/unit including terrace/balconies, no extra charge/ claim will be made by the Company. Further, the allottee(s) shall also not be entitled for any refund.
- 20)- That although all the major construction of the apartments/units will be completed at the time of possession, however installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the "Fit Out Period" of 06 months. It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the allottee(s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the owner(s)/ allottee(s) may get these final installations done in his/her/their own presence, if desired so. Note:- The\*items in the residential /commercial unit shall be as per the specifications **(Annexure A)**.

- 21)- That it is thoroughly clear to the allottee(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NO DUES from the company. Pendency of completion certificate shall not be the reason to hold the dues.
- 22)-That the proposed Project is comprises of many Blocks. As soon as the construction of particular Block(s) will be completed with all the basic amenities attached to that, the company after applying for the completion certificate of particular Block(s) to the authority concerned will offer the fit-out of the apartment/unit. The construction of remaining Blocks will be on going, It can take further time till the final completion of the project. The fit out of the apartment/unit as and when it will be offered, shall not be denied on account of delay in issuance of completion certificate by the authority concerned or on-going construction or any other reason whatsoever.
- 23)- That in case the construction is completed prior to the date mentioned in the allotment then in that case the Fit out of the apartment/unit cannot be denied on any ground whatsoever. The date given in the allotment is an assessment only and construction may be completed earlier to that.
- 24)- That only after the registration of Sub lease deed with possession of the apartment/unit, the allottee(s) shall be considered as the owner of the apartment/unit.
- 25)- That the monthly maintenance charges shall commence from the date of possession or the cut-off date for the Block whichever is earlier. Cut-off date will be decided by the Company.
- 26)- That if there is delay in handing over the possession of Apartment/unit beyond the grace period of 6 months from the estimated date of possession due to any reason(s) which were within the control of the Company, the Company will pay to the Allottee(s) an interest @ 9.5% per annum on the deposited amount of cost of the Apartment/Unit excluding the taxes and other charges provided that all due instalments of apartment/unit were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time.
- In casethe theallottee(s) do not proceedwith possession of apartment, the penalty of Rs. 100/- per sq.mtr. per month of the Carpet Area of the Apartment/Unit shall be applicable and payable by the allottee(s)the said penalty shall commence from the date of expiry of Fit- out period.
- 27)- The holding and waiting period of an apartment/unit shall have a limit maximum of 6 months from the date of issuance of completion certificate. In case the allottee(s) do not proceed for possession and the sub-lease deed of apartment/unit remains pending at the end of the 6<sup>th</sup> months,, the said allotment shall be treated as cancelled allottee(s) even if the entire cost has been paid.The allottee(s) will have noclaim except to refund of amount without any interest and with deduction of 15% of Cost of Apartment/Unit will be entitled and entertained.

**Note:- For all the cases of refund, the amount deposited as applicable taxes&delayed period interest shall not be refundable and cannot be claimed from the Company.**

- 28)- That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is shall also cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments.
- 29)- That there will be defect liability period of two years as per U.P. Apartment Act 2010 Chapter 11 Clause 4(8), from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall cooperate with the purchaser in sorting out the issue. In case the flat owner has made internal changes for the interior of the apartment/unit and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability.
- 30)- In case the allottee(s) surrender /cancel the booking/allotment at any stage due to any reason what so ever than 15 % of the cost shall be forfeited balance(if any) shall be refunded without interest.
- 31)-That the Sub lease deed of the apartment/unit shall be executed and registered only after completing the construction, receipt of total consideration and receipt of completion certificate. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power backup etc. shall also be paid and borne by the allottee(s).
- 32)- That until a Sale deed/Sub lease deed is executed and registered, the Company shall continue to be owner of the apartment/unit and the allotment shall not give any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing apartments/units as a contractor on the other hand Company is constructing the project as its own as a

promoter. The Company shall have first lien and charge over the apartments/units for all its dues and payable to the Company.

- 33)- That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. 110/- per sq.mtr. of the Total Area of the apartment/unit + service tax.
- 34)- That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of apartment/unit from the date of possession i.e. from the date of Sale/Sub-lease deed.
- 35)- That the owner(s) after possession shall comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, Green Building norms, UP. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the Development Authority/local authority/State Govt. /Govt, of India and of the Association of Apartment Owners (as and when the AAO. formed and till then as prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/byelaws or rules and regulations.
- 36) That in a group housing /multi-storeyed building the designated/determined parking space is necessary to avoid discomfort/ havoc. The company/promoter has prepared a detailed plan wherein the parking space shall be allotted with specific numbers as determined parking space for a specific apartment/unit.
- 37)- That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
- 38)- That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the apartments/units through pre-paid systems. The Electricity Connection shall be provided for the capacity as opted in the application form 03 KVA and also in accordance with all other Terms & Conditions as per the electricity supply agreement. This project has commercial area also. The electricity will be supplied through above single point connection. The allottee/AAO shall not have objection for the same. However, unit charges based on consumption will be paid by owners/tenant of commercial space at commercial rate. The all electrical installations including transformers, and ESS equipments will be designed based on maximum capacity of 1250 Kva(considering 50% diversity)
- 39)- That the Power back-up facility availed as opted in the application form 01 KVA, no request for power backup facility shall be entertained later on if not availed. The per

unit charges of the power back-up(i.e., running of DG set) shall be subject to the prevailing rates of fuel at the time of possession. The maximum capacity of all DG sets shall be 1000 kva(considering 50% diversity)

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

- 40) That the rate for Electricity charges will be as per the prescribed rates of Authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are attached with 'Electricity Supply Agreement'. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the UPERC/authority.)
- 41)- That it is hereby agreed, understood and declared that the Company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/apartment or unit of the said Project. However, the sale/sub lease deed in respect of apartment/unit in favor of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
- 42)- That in case any increase in any Service Tax or imposition of Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Company as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same to the Company as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
- 43)- That the non-refundable **Interest Free Maintenance Security (IFMS)** of amount Rs.270 per sq.mt of total area shall be charged for apartment/unit. The monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the project.  
"Presently the monthly maintenance charges has been decided for the apartment/unit amount @ Rs 21.50/- per sq,mtr based on the total area of Apartment/unit, however, the rates decided by the Company considering the rates of consumable and wages etc. at the time of possession shall be final and binding.

- 44)- That the amount of Interest Free Maintenance Security(IFMS) will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the project.  
**Note: NOC from the Company/Maintenance Agency is required for clearance of maintenance dues prior to the subsequent transfer of apartment/unit by the apartment/unit owner otherwise the subsequent buyer will not be allowed.**
- 45)- That the apartment/unit shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the apartment/unit owners or associations of apartments/units owners. They also shall not be permitted to closing of verandah, lounges, balconies and common corridors etc., even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color schemes of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartments/units, Signboards, Publicity or advertisement material outside the apartment/unit or anywhere in the common area shall not be permitted. Any type of change inside the apartment/unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole structure therefore no change is allowed.
- 46)- That at the time of the handing over the maintenance of the project to the A.A.O. the Company will hand over to the A.A.O. all existing lifts, corridors, passages, parks, underground /overhead water tanks, fire fighting equipments with pump rooms, STP, Transformers, Single point distribution system with all liabilities, Gen-sets, security gates with intercom, lift rooms at terrace and other area falling under the common area as per deed of declaration U/S section 12 of U.P. Apartment Act, 2010.  
**Note: All the unsold spaces and areas which are not falling the part of common area shall continue be the property of the company and all rights are reserved with the company for the said areas.**
- 47)- That if there is a provision of solar lighting/energy in the project provided by any third party, the payments of bills of unit consumptions of the solar energy equivalent to the rates of NPCL/UPCL shall be payable by the AAO/Maintenance agency to the said Third Party on monthly basis.
- 48)- That if the Green Building FAR has been availed for the project in that case the A.A.O./Maintenance agency shall always comply with and maintain all the provisions of Green Building/EIA conditions.
- 49)- That the contents of each Apartment/Unit along with the connected structural part of the building will be insured by the owner(s) individually or collectively through A.A.O against the fire, Earthquake etc. All the charges towards insurance shall be borne by the

owner(s) or the A.A.O. The Company after handing over the possession of a particular Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure.

50)- That it shall be the responsibility of allottee(s) to inform the Company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the allottee(s) and the Company shall not be responsible for any default.

51)- That the allottee(s) has/have to pay monthly Maintenance Charges @ Rs.21.53 per sq. mtr. to the Maintenance Body of Divyansh Flora Nominated by the Builder, 15% of which will be for city level maintenance services payable to Builder/Nominee of the Builder for facility management of the Township.

52)- That the allottee(s) will pay non refundable Interest Free Maintenance Security (IFMS) deposit @ Rs.270/- per sq.mtr. to the Builder, Out of this Rs.270/- per sq. mtr. 75% i.e. Rs.202.20 per sq.mtr. will be kept/used/transferred to the maintenance agency/body of the Complex which will maintain the common services of the Group Housing Complex and balance 25% i.e.Rs.67.50 per sq.mtr. will be kept/used/transferred to the city level maintenance agency/body which will maintain the common services of the township i.e. Gaur City.

53)-That the 75% of the Interest Free Security Deposit given by the allottee(s) to the Builder or nominee of the Builder is refundable to the allottee(s)/Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA.

54)- In case of NRI allottee(s), they will be solely responsible for compliance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).

55)- That the following Annexure are annexed herewith which are also being the part of this allotment form.

- A) Specifications of the Apartment/Unit
- B) Details of Title and Ownership of the Company.
- C) Layout Plan of Project
- D) Layout plan of Apartment/unit
- E) Payment Schedule
- F) Specifications of the Project

**Disclaimer:** I/we have fully read over and understood all the terms & conditions mentioned herein above and terms & conditions mentioned in maintenance agreement, parking allocation, agreement for supply of electrical energy agreement for power back up. My/our all queries have been duly explained by the executive of the company. I/we have discussed and taken legal advice from the counsel of my/our own choice. It is clear to me/us that for any change in layout of the project, my/our

written consent is required as per the law, I/We hereby given consent to that the Company can make any type of change in layout/elevation/design of the project. My/our consent will be presumed as all-time written consent for the same.

DATE:                      Yours faithfully

PLACE:

**A- Specifications of the apartment /unit****STRUCTURE**

Earthquake resistant R.C.C. framed structure certified by IIT.

**FLOORING**

Vitrified tiles in drawing room, Kitchen & Bedroom, Ceramic tiles in Bathroom and Balconies.

**DOORS/ WINDOWS**

Outer doors & window aluminum powder coated/UPVC, internal door-frames of maranti or equivalent wood, internal door made skin moulded doors. Main entry door made of maranti or equivalent wood with skin moulded door shutter good quality hardware fittings.

**KITCHEN**

Granite working top with stainless steel sink & C.P Fitting, 2'-0" dado above the working top,.

**WATER SUPPLY**

Underground and overhead water tanks with pumps for 24 hours uninterrupted water supply.

**TOILETS**

Provision for hot & cold water system. Ceramic tiles on wall up to door level, white sanitary ware with EWC, Washbasin and CP Fitting in all toilets.

**WALLS & CELLING FINISH**

Finished walls & ceiling with OBD in pleasing shades, all wall with OBD in pleasing shades.

**EXTERNAL FINISH**

Excellent weather proof finishes in pleasant shades.

**ELECTRICAL**

Copper wire in PVC conduits with MCB supported circuits and adequate number of points and light point in ceiling.

**TV & TELEPHONE**

One intercom facilities.

B-Detail of title and Ownership of the company

WHEREAS land for the aforesaid Group Housing measuring 10004 sq. meters (hereinafter called as plot) has been purchased by the **Builder** M/s **DIVYANSH INFRAHEIGHT PRIVATE LIMITED** from Greater Noida Industrial Development Authority (GNIDA) a body corporate under the U.P. Industrial Development Area Act,1976(hereinafter referred to as the AUTHORITY/ Lesser), and M/s Gaursons Promoters Private Limited (hereinafter referred to as the Developers/Lessee) on Sub leasehold basis for development of plot No.GC-03H/ GH-03 ,Sector 16C, Greater Noida (West) U.P. vide sub lease deed, which was duly registered in Book No. 1 Jild No. 12397 Page No. 343 to 370 Serial No. 1167 on dated 17/01/2013 in the office of Sub Registrar, Gautam Budh Nagar(U.P.). AND Whereas the aforesaid Lessee M/s Gaursons Promoters Private Limited has purchased this land on lease hold basis under the scheme code RTS BRS03/2010(1) for development of Group Housing vide lease deed duly registered given up on in Book No. 1 Jild No. 7428 Page No. 77 to 126 Serial No. 21972 on dated 11/10/2010 in the office of Sub Registrar, Gautam Budh Nagar(U.P.). and Whereas the aforesaid Lessee M/s Gaursons Promoters Private Limited has purchased this land on lease hold basis under the scheme code RTS BRS03/2010(1) for development of Group Housing vide Supplementary lease deed duly registered in Book No. 1 Jild No. 11781 Page No. 117 to 132 Serial No. 19937 on dated 18/10/2012 in the office of Sub Registrar, Gautam Budh Nagar(U.P.).

And whereas the Builder has taken over the physical possession of aforesaid Plot from the “Developers” on 19/01/2013.

And whereas as per Township norms, the land will be used as per terms and conditions for allotment of Group housing Sub lease deed.

AND WHEREAS the builder offered to sell residential apartments of different sizes and dimensions in the proposed Group Housing Complex under the name and style of ‘**DIVYANSH FLORA**’ (hereinafter called as complex).

AND WHEREAS the intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid plot and is/are fully satisfied about the title and rights of the said **Builder** in respect of the aforesaid complex. The **Builder** has right to develop and construct the apartments in the said complex and also has right to allot different apartments in the said Complex.

And whereas the intending allottee(s) has/have also agreed to abide by all the rules, regulations terms and conditions, bye-laws of the GNIDA as well as of the Government orders/Notifications/GNIDA Policies issued from time to time.

AND WHEREAS saving and excepting the particular Apartment allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, school, basements, swimming pool with changing rooms, guest house, parking spaces {excepting what has been allotted by an agreement to intending allottee(s)} or tot-lots, space for public amenities, shopping centers, or any other space not allotted to him/her/them, which shall all remain the property of the **Builder** for all times unless the **Builder** decides to dispose them off but subject to right of the intending allottee(s) as mentioned hereinafter and the builder can lease out the vacant apartment(s) or the complete block of the apartments as a whole or in part to one or more person(s)/Company(ies)/institution(s)/whatsoever for short term or long term.

**E-Payment Schedule**

This allotment is subject to the fulfilment of terms & conditions as detailed below which shall prevail over all other items & conditions given in our brochures, advertisement , price lists & any other sale documents . This cancels all previous Allotment Letters issued, if any, to you against your application for allotment of this unit.

<b>BLOCK</b>	<b>B-2</b>
<b>UNIT No.</b>	<b>B-2/.....</b>
<b>SUPER AREA</b>	<b>1015 Sq. ft.</b>
<b>TYPE</b>	<b>2 BHK</b>
<b>FLOOR</b>	..... <sup>th</sup>

**COST OF UNIT**

S.NO	PARTICULARS	AMOUNT(Rs)
1	Sale Price of the flat	...../-
2	Lease Rent @ Rs. 80/- Per Sq. ft.	...../-
3	CLUB	...../-
4	Electric Meter @15000/- Per KVA	...../-
5	IFMS @25/- Per Sq. ft.	...../-
6	Car Parking in Open	...../-
7	GST @12% on Sale Price	...../-
8	Total with GST	...../-
9	GST Discount in Sale Price @7.5%	...../-
10	Total Cost	...../-

Rupees. In word (.....only)

**PAYMENT PLANS:** (The full payment has to be made as per following schedule)

**Payment Plan**

Particulars	%	Amount	Due Date
<b>At the time of Booking</b>	<b>10%</b>	...../-	...../-
<b>Within 45 days of Booking</b>	<b>80%</b>	...../-	...../-
<b>At the time of offering Possession</b>	<b>10%</b>	...../-	...../-

**F-Specification of the Project**

Swimming pool and Club featured ,Table Tennis. Card Table etc.  
Certified earthquake resistant structure as per IS codes of Practice.  
Lifts By OTIS/Kone/Johnson or equivalent in each block.  
Housing Loan facility available from leading financial institution.  
Covered reserved car parking within the complex.  
Park, Children play area, landscaping within the complex.  
Approx. Only 25% covered area and 75% open space.  
Rainwater harvesting  
Plumbing done with CPVC pipes clause.  
100% power back-up\*  
24 hour security with intercom facility.  
Adequate provision for fire fighting on each floor