



UNIT NO.....  
REF. NO.....

**ALLOTMENT LETTER FOR COMMERCIAL  
UNIT/SHOP/SPACE  
IN PROJECT SUN TWILIGHT COMMERCIAL**

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

To

S.No. \_\_\_\_\_

**M/s Sunrise Structures & Developers Private Limited,  
Plot No. Rep. 2A, Sector – 27, Opposite Alpha-II Metro Station,  
Greater Noida, District GautamBuddh Nagar,  
Pin - 201308, Uttar Pradesh, India**

Dear Sir,

I/We (“the Applicant”) had applied for the allotment of a Commercial Unit/Shop/Space at SUN TWILIGHT COMMERCIAL, Greater Noida, Uttar Pradesh.

I/We submit herewith my/our General Particulars as required by the Developer. I/We accept and agree to abide by the Standard Terms and Conditions of Allotment attached herewith.

Yours faithfully

Signature (s) of Applicant (s)

Date \_\_\_\_\_

Place \_\_\_\_\_

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

## **Important Instructions to the Allottee (s)**

### **Please read carefully**

Any one desiring to purchase a Commercial Unit/Shop/Space will be required to execute two (2) copies of the Allotment letter also termed as Builder Buyer Agreement (hereinafter defined) for every Commercial Unit/Shop/Space Allotted. The Allotment Letter sets forth in detail, the terms and conditions of Allotment letter with respect to the Said Commercial Unit/Shop/Space and should be read carefully by the Allottee (s). The Allottee (s) is expected to read each and every clause of the Allotment Letter carefully, Allottee (s) confirms that the Allottee (s) has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Allottee (s) further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Allottee (s) is agreeable to perform his obligations. As the Agreement is a legal document, the Company advises the Allottee (s) to take advice of competent legal counsel(s)/advocate(s) to interpret the provisions of the Agreement.

The Allottee (s) shall, execute and deliver (2) copies of the Agreement together with all Annexures, together with amounts due and payable as set forth in the Payment Plan to the Company, within thirty (30) days from the date of dispatch of the Allotment Letter by the Company through registered post or by hand both the copies of the Allotment Letter. On the failure of Allottee (s) to return the duly signed Allotment Letter within the aforesaid time, the Application of the Allottee (s) may be cancelled by the Company, in which case the Earnest Money alongwith Non Refundable Amounts paid by the Allottee (s) shall stand Forfeited without any notice or Reminders and the Allottee (s) shall be left with no right whatsoever in the Said Commercial Unit/Shop/Space booked by the Allottee (s)(s). Thereafter the Allottee (s) shall be left with no right, title or interest whatsoever in the Said Commercial Unit/Shop/Space provisionally booked by the Allottee (s). This Allotment Letter shall not be binding on the Company until executed by the Company through its authorized signatory of the Company. The Company will have the option, in its sole discretion, to either accept or reject the duly signed Allotment Letter within 30 days after receiving the Allotment Letter from the Allottee (s). If the Company decides to accept the Allotment Letter, then a signed copy of the Allotment Letter will be returned to the Allottee (s) for his reference and record, and the other copy shall be retained by the Company.

The Company reserves the right to request identification, financial and other information as it may desire concerning the Allottee (s). The Company may reject and refuse to execute the Allotment Letter, if it is found that the Allottee (s) has made any corrections / cancellations / alterations / modifications therein. The Company also reserves the right to reject the Allotment Letter executed by the Allottee (s) without any cause or explanation or without assigning any reasons thereof and refuse to execute the Allotment Letter in which case the decision of the Company shall be final and binding on the Allottee (s).

The Allottee (s) confirms having read and understood the above instructions and each and every clause of the Allotment Letter, its Annexures etc. and the Allottee (s) now executes this Allotment Letter being fully conscious of his/her/its rights and obligations and limitations of the Company there under and undertakes to faithfully abide by all the terms and conditions of the Allotment Letter.

#### Instructions for execution of the Allotment Letter:

- 1) Kindly sign along with joint Commercial Unit/Shop/Space Allottee (s), if any, on all places marked (X) in the Allotment Letter including all Annexures.
- 2) Kindly paste at the place provided, colour photographs including that of joint Commercial Unit/Shop/Space Allottee (s) and sign across the photographs.
- 3) Both of the two signed copies of the Allotment Letter with all the Annexures of the Said Commercial Unit/Shop/Space in its original form shall be returned to the Company by registered post (AD)/hand delivery (by the Allottee (s) only within the time stipulated.
- 4) Witnesses signatures to be done only on Commercial Unit/Shop/Space earmarked for it.
- 5) Please do not use white fluid, eraser or overwriting etc. on any copy of this Allotment Letter.

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

This stamp paper forms the part of the Allotment Letter

**Between**

**Allottee Detail :**

Name : \_\_\_\_\_  
S/W/D/C of : \_\_\_\_\_  
Address : \_\_\_\_\_

**Co-Allottee (s) Detail :**

Name : \_\_\_\_\_  
S/W/D/C of : \_\_\_\_\_  
Address : \_\_\_\_\_

**AND**

**“M/s Sunrise Structures and Developers Private Limited”**

Registered Office at Flat No. 251-B, First Floor, DDA LIG Flats, Pocket- 12, Jasola, New Delhi DL 110025 and **site office at Plot No. Rep. 2A, Sector – 27, Opposite Alpha-II Metro Station, Greater Noida, District Gautam Buddh Nagar, Pin - 201308, Uttar Pradesh**(hereinafter referred to as the “Company ”)

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

Please Paste recent Photograph  
and sign across the same

Please Paste recent Photograph  
and sign across the same

## ALLOTMENT LETTER FOR COMMERCIAL UNIT/SHOP/SPACE IN PROJECT SUN TWILIGHT COMMERCIAL

To

Dated : \_\_\_\_\_

**Allottee Detail :**

Name : \_\_\_\_\_  
S/W/D/C of : \_\_\_\_\_  
Address : \_\_\_\_\_  
PAN : \_\_\_\_\_ Aadhar No. : \_\_\_\_\_  
Mobile : \_\_\_\_\_ E-mail ID : \_\_\_\_\_

**Co-Allottee (s) Detail :**

Name : \_\_\_\_\_  
S/W/D/C of : \_\_\_\_\_  
Address : \_\_\_\_\_  
PAN : \_\_\_\_\_ Aadhar No. : \_\_\_\_\_  
Mobile : \_\_\_\_\_ E-mail ID : \_\_\_\_\_

**Sub : Allotment Letter for a Commercial Unit/Shop/Space within the Commercial Project known as "SUN TWILIGHT COMMERCIAL"**

Dear Sir/Madam,

This has reference to your application submitted to M/s Sunrise Structures and Developers Private Limited, having CIN U70101DL2012PTC238374 incorporated on 04/07/2012 under the provision of the Companies Act, 1956 and subsisting under Companies Act, 2013, having its Registered Office at Flat No. 251-B, First Floor, DDA LIG Flats, Pocket- 12, Jasola, New Delhi DL 110025 and site office at Plot No. Rep. 2A, Sector – 27, Opposite Alpha-II Metro Station, Greater Noida, District Gautam Buddh Nagar, Pin - 201308, Uttar Pradesh (hereinafter referred to as the "Company") for allotment of a Commercial Unit/Shop/Space in the Commercial Project known as "SUN TWILIGHT COMMERCIAL", (hereinafter referred to as said "Project") proposed to be developed on land at Plot No. Rep. 2A, Sector – 27, Opposite Alpha-II Metro Station, Greater Noida, District Gautam Buddh Nagar, Pin - 201308, Uttar Pradesh, India admeasuring 101743Sq. Meters. (Hereinafter referred to as the said "Land").

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

In response to your application, the Company hereby provisionally allots to you (hereinafter you shall be referred to as the "Allottee (s)") a Commercial Unit/Shop/Space more particularly described in Annexure- A annexed hereto (herein after referred to as "Said Commercial Unit/Shop/Space ") in the said Project proposed to be developed/ constructed on the said Land. The allotment is subject to terms and conditions contained herein below:

1. The Company is fully competent to execute this Allotment Letter and all the legal formalities with respect to the right, title and interest of the Company regarding the said Land on which Project is to be constructed have been completed.
2. The Company has yet to register the Project under the provisions of the "The Real Estate (Regulation And Development) Act, 2016", as the Competent Authority, has not been established and operational yet, in the state of Uttar Pradesh by the Government of UP, when the same is established and becomes operational, at that time the Company shall complete the Registration of the Project and shall take the appropriate certificate including the commencement certificate to develop the said Project. Although, the Company has the requisite approvals necessary for the Project as per prevailing applicable laws in the state of U.P.
3. That, Company is the Allottee (s) of Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District GautamBuddh Nagar, Pin - 201308, Uttar Pradesh, India admeasuring 101743 Sq. Meters. The lease deed of the allotted plot has been executed in favour of the Company M/s Sunrise Structures and Developers Private Limited (as Lessee),**vide Lease Deed Bahi No 1,Jild No 17270 Page No 167 to 208, serial no 36031 by Greater Noida Industrial Development Authority (as Lessor) and duly registered on 05/12/2014.**
4. THAT the Company M/s Sunrise Structures and Developers Private Limited, got the physical possession of the aforesaid Commercial Plot of Land from Greater Noida Industrial Development Authority, vide Possession Certificate Dated 06.04.2016.
5. That the Allottee (s) understands that Greater Noida Industrial Development Authority has executed and registered a Lease Deeddated05/12/2014 in favor of the Company for a tenure of 90 (Ninety) years for construction of a Recreation use developmentproject comprising of Residential and commercial activities , recreational entertainment activities, Golf Villas, Commercial Unit/Shop/Space , offices, retail and leisure spaces, accommodations, Golf service studios, Golf apartments, Condominium, High and low rise apartments/flats etc. and other activities as allowed under the scheme By virtue of the said lease deed, the Company is entitled to Sub-Lease for aperiod no longer than thebalanceterm of the Lease Deed and as per the terms & Conditions of the said Lease Deed, the Company is developing and constructing Commercial Unit/Shop/Space of various sizes and dimensions in the Commercial Complex known as "SUN TWILIGHT COMMERCIAL" on Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District GautamBuddh Nagar, Pin - 201308, Uttar Pradesh, (herein after referred to as "said Project") after getting the building plan sanctioned and duly approved from the

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Greater Noida Industrial Development Authority, and as per the stipulations of said Lease Deed, duly registered and the Company is entitled to allot the said Commercial Unit/Shop/Space (s)/Commercial Unit/Shop/Space (s) on sub-lease basis to the intending Allottee (s). The Allottee (s) herein has desired Allotment of a Commercial Unit/Shop/Space hereinafter called Commercial Unit/Shop/Space in the said Project namely "SUN TWILIGHT COMMERCIAL" which the Company offered for allotment.

6. The Company has obtained the building plan approvals vide approval dated 07.03.2017 for the Project from Greater Noida Industrial Development Authority.
7. M/s Sunrise Structures & Developers Private Limited is in a process of developing in phases a project namely "SUN TWILIGHT COMMERCIAL". The said project is constructed on 101743 sqmtr of land. The project will include a number of developments including but not limited to three kinds of development i.e. Sun Twilight Commercial, Sun Twilight Golf service studios, Sun Twilight Golf Villas, Golf condominium, Golf apartment, High Rise /Low Rise Building and Other Developments as per approved master plan and detail plans. Out of 101743 sqmtr of land, SUN TWILIGHT COMMERCIAL and GolfService studio is being developed on an area of 15989.69 mtr of land, SUN TWILIGHT Golf Villas , Golf condominium and recreational activities are being developed on 81991.89mtr of land and High Rise/Low rise building/apartments will be constructed/developed on remaining 3761.42 mtr of land. The present allotment is with respect to SUN TWILIGHT COMMERCIAL which is constructed on 15989.69 mtr of land. The Allottee (s) of this project shall have no right, title or any concern whatsoever with the remaining development on balance land.  
 FAR (Floor Area Ratio) allowed in the entire project is one (1) and at present 0.6 FAR is passed including 0.2 purchased. Further purchase of 0.40 FAR is allowed in the project, which will be purchased by the company in due course. The consumed FAR as of now of the present project namely "Sun twilight" is 61045Mtr. The Company reserves all its rights to utilize the remaining FAR/ unused FAR as per their own policy and in accordance with law/approvals. It is clarified that in case the Company gets additional FAR or Metro FAR or any other additional FAR, same can also be utilized by the Company in accordance with laws/ approvals. The Allottee (s) will have no right to raise any dispute in relation thereto.  
 THAT, the Allottee (s) has demanded from the Company and the Company has readily allowed the Allottee (s) for inspection of the site, approved buildings plans, proposed expansion plans in the project and proposed FAR usage in the entire project, approved tentative specifications, ownership record of the aforesaid plot, height clearance and all other relevant documents relating thereto, and as a result thereof and / or otherwise the Allottee (s) has fully satisfied himself in all respects with regard to, all the details of the Commercial Unit/Shop/Space , all common facilities, the title and also the right and authority of the Company to enter & issue this Allotment Letter.
8. THAT, prior to entering into this Allotment Letter the Allottee (s) has read and understood the terms and conditions contained in the Lease Deed/Allotment Letter and

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

implications thereof in relation to the various provisions of this Allotment Letter and the Allottee (s) has further confirmed that he/she/they is/are in full agreement with the provisions of this Allotment Letter in relation to the Sub-Lease Deed and shall comply with, when applicable and from time to time with the stipulations of the Sub-Lease Deed, or any directions issued by Greater Noida Industrial Development Authority dealing with the matter.

THAT the requisite Allotment Letter is being executed now incorporating the details embodied terms and conditions agreed upon and it is hereby agreed & confirmed by and between the parties that this Allotment Letter shall prevail over all other communications, terms and conditions given in brochures, advertisements, price list, any other sale documents. This cancels all previous Allotments/Agreements/letters issued before this Allotment Letter. The Allottee (s) shall quote the Commercial Unit/Shop/Space s number in all future communication with the Company.

9. THAT, the Allottee (s) agrees that he shall comply with all mandatory requirements and compliances as per the Ministry of Environment & Forest (GOI) norms, UP Pollution Control Board/Water Commission/any other rules and regulations laid down by state of UP or any other competent authority. Noncompliance of the aforesaid provision would lead to cancellation of allotment in accordance with the agreed terms.
10. THAT "Super Area" allotted to the Allottee (s) including but not limited to the covered area, carpet area verandah (including utility balconies), Inclusive of the area under periphery walls, area under the columns and walls, area utilized for services viz, staircases, circulation area with corridor, passage and staircase, lifts (if any), entrances and the exits of the buildings, water supply arrangements, shafts (electric, fire, plumbing), and passages, stair houses and machine rooms and refuge area, shared area of walls common with other Commercial Unit/Shop/Space , which shall form integral part of the said Commercial Unit/Shop/Space s and common area shall mean all such parts/area which the Allottee (s) shall use by sharing with other occupants. As per terms and conditions of allotment, the super area indicated shall remain tentative and is used for computation of sale consideration in respect of the said Commercial Unit/Shop/Space only and shall not give any right, title or interest to the Allottee (s) in common areas except the right to use the same by sharing with other occupants/Allottee (s) of the said building subject always to terms and conditions of the maintenance agreement executed by the Allottee (s) with the maintenance agency. The Carpet area of the Commercial Unit/Shop/Space s has been disclosed to the Allottee (s) as per RERA and all the provisions/definitions applicable to the super area shall be applicable to the Carpet area also. In case there is any change in Super area more than +/- 10% (both increase and decrease) which would result change in agreed total sale consideration, prior information shall be given to Allottee (s). The Allottee (s) shall communicate its refusal if any, within 30 days from the date of the information otherwise, the change in area will deemed to be accepted. If the Allottee (s) refuses to agree for the aforesaid change, the amount paid till the date of refusal will be refunded back by the Company without any interest. In case, if there is any arrears outstanding from the Allottee (s) which are of non-refundable nature, in that case the amount refundable will be adjusted first against the outstanding amount and then refund of balance sale consideration will be done.

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

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Allottee

Co-Allottee (s)



11. THAT the Company, relying on the confirmation, representations and assurances of the Allottee (s) to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter, has accepted in good faith his/her application to allot an Commercial Unit/Shop/Space in the said Project to the Allottee (s), subject to the fulfillment of the terms and conditions of this Allotment Letter, agreement to sell and lastly sub lease deed along with maintenance agreement, if any.
12. THAT the Company has allotted the Commercial Unit/Shop/Space in the said Project to the Allottee (s), subject to the fulfillment of the terms and conditions of this Allotment Letter. THAT the Allottee (s) is aware and has agreed that the Company may make changes, modifications, alterations and additions in the building plan (which as stated are approved for the purpose of present construction) as may be deemed necessary or may be required to be done by the Company, the Architect, the Government/ GNIDA, or any other Local Authority as may be necessary for the betterment/ requirement of the project as per their understanding or having jurisdiction over the said plot of land.
13. THAT the Allottee (s) acknowledges that the Company has readily provided all information, clarifications as required by him. However, he/she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers/employees or otherwise including but not limited to any representations relating to description or physical condition of the property, the building or the Commercial Unit/Shop/Space or the size or dimensions of the Commercial Unit/Shop/Space or the rooms therein or any other physical characteristics thereof, the services/specifications to be provided to the Allottee (s), the estimated facilities/ amenities to be made available to the Allottee (s) or any other data except as specifically represented in this Allotment Letter and that the Allottee (s) has relied solely on his own judgment and investigation in deciding to enter into this Allotment Letter and to purchase the said Commercial Unit/Shop/Space . No oral or written representations or statements shall be considered to be part of this Allotment Letter and that this Allotment Letter is self-contained and complete in itself in all respects.
14. THAT the Allottee (s) has represented and warranted to the Company that he is legally competent and have the power and authority to enter into and after having fully acquainted and satisfied himself with the facts as recorded herein above, the Company has agreed to allot the aforesaid plot, on the terms agreed and recorded hereinafter.
15. THAT the Allottee (s) has confirmed to the Company that he/she is entering into this Allotment Letter with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Project and the conditions contained in this Allotment Letter and that he/she has clearly understood his/her responsibilities, obligations under each and every clauses of this Allotment Letter.
16. THAT the Company has further clarified to the Allottee (s) that this Agreement is confined and limited in its scope to the sale of Commercial Unit/Shop/Space (s), in the

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

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specific commercial part of Commercial Project named as “SUN TWILIGHT COMMERCIAL”, only, which consists of Commercial Unit/Shop/Space (s), common areas and facilities to be constructed on the said Plot of Land earmarked and delineated in accordance with the building plan(s) to be approved and/or by all other appropriate/concerned Authorities.

17. THAT the Allottee (s) confirms and accepts that the Commercial Unit/Shop/Space allotted to him as per this Allotment Letter corresponds his choice and is final. The Allottee (s) accepts and confirms that he has seen and verified master plan as per Layout Annexed with Allotment Letter and the Allottee (s) has no objection to the same.
18. All other Commercial Unit/Shop/Space s are specifically excluded from the scope of this Allotment Letter and the Allottee (s) shall not be entitled to claim any kind of rights, title or interest etc. in any form or manner whatsoever, except the Commercial Unit/Shop/Space for which this Allotment Letter has been provided herein.
19. It is made clear by the Company, and the Allottee (s) agrees that the Total Lease Premium/Total Sale Price of the said Commercial Unit/Shop/Space shall be calculated on the basis of its Super Area. As per the terms of this Allotment Letter, the Super Area is tentative and is subject to change till the construction of the said Building is completed. Further since the final super area of the Commercial Unit/Shop/Space can only be calculated after completion of construction and as such same shall be intimated to the Allottee (s) after receipt of Completion from the authority. Further, in compliance with the RERA -2016 provisions Allottee (s) at any time can visit the site office in order to know about the status of construction and Company will also update the Allottee (s) about the status of construction as and when enquired by the Allottee (s).
20. **COMMERCIAL UNIT/SHOP/SPACE DETAILS:**

That the Allottee (s) intends to buy Commercial Unit/Shop/Space as delineated in this Allotment Letter.

Commercial Unit/Shop/Space Number		
Floor		
Super Area	(Sq. ft.)	(Sq. Mtr.)
Covered Area	(Sq. ft.)	(Sq. Mtr.)
Carpet Area	(Sq. ft.)	(Sq. Mtr.)

21. That the Allottee (s) agrees to pay all amounts as per payment plan as delineated in Annexure Against the said Commercial Unit/Shop/Space s of this Allotment Letter and some other and additional charges details are mentioned in Annexure and payable

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

by the Allottee (s). Payment Plan: As Per ANNEXURE “A” along with other charges and Service Tax, VAT (as applicable) as assessed and attributed by the Government of India.

22. **COMMERCIAL UNIT/SHOP/SPACE COST**

2	<u>OTHER CHARGES</u>		
*	Lease Rent	150*513.99	77098.5
*	Meter Charges	25,000	25,000
*	Power Backup	25,000	25,000
*	IFMS	50*513.99	25699.5
<b>TOTAL SALE PRICE</b>		32,93,276.9/-	

In words (Rs \_\_\_\_\_)

\*Taxes as applicable

\*Note 1 : Service Tax, Electricity Meter Charges, Power Backup Installation Charges, Registry Charges, Metro Cess, VAT, GST, other Government Taxes/Charges as imposed from time to time and all additional charges as mentioned in the Allotment Letter are payable by the Allottee (s) in addition to the abovementioned Total Sale Price.

23. That the schedule of installments under payment plan shall be final and binding on the Allottee (s). Time is the essence with respect to the Allottee (s) obligations to pay the price of the Commercial Unit/Shop/Space in accordance with the Schedule of Payments as given in ANNEXURE A along with other payments such as applicable stamp duty, registration fee, interest free maintenance security and other charges, deposits stipulated under this Allotment Letter to be paid on or before due date or as and when demanded by the Company as the case may be. However, if the Allottee (s) opts to pay the Lease Premium/Sale Consideration in advance of scheduled time, a suitable discount may be allowed by the Company on its own discretion but the completion schedule shall remain unaffected.

(A) The Allottee (s) has understood and accepted that out of the amounts paid/payable by him/her for the said Commercial Unit/Shop/Space, the Company shall treat Ten percent (10%) of the agreed total sales price/Total Lease Premium/Total Sale Consideration (including Base price & all other charges) as Earnest Money to ensure fulfillment, by the Allottee (s), of the terms and conditions as contained in the application and this Allotment Letter.

Further the said amount shall also be treated as booking amount which Allottee (s) shall pay at the time of booking.

(B) The Allottee (s) hereby authorizes the Company to forfeit, out of the amounts paid/payable by him/her, the Earnest Money as abovementioned together with any interest paid, due or payable and any other amount of a non -refundable nature including brokerage paid by the Company to the brokers in case the booking is done through a broker, in the event of cancellation of the Commercial Unit/Shop/Space(s) due to the failure of the Allottee (s) to perform his/her obligations or fulfill any or all the terms and conditions set out in this Allotment Letter/ Allotment Letter executed

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

by the Allottee (s).

24. Subject to the terms and conditions of this Agreement and upon execution of Sub-Lease Deed in respect of the Said Commercial Unit/Shop/Space the Allottee (s) shall have the following rights with regard to the Said Commercial Unit/Shop/Space:

A) The leasehold rights in respect of the Said Commercial Unit/Shop/Space as per terms and conditions of Principal Deed;

B) To use the Common Areas and Facilities within/outside the Said Building (common areas and facilities are as defined in The Allottee (s) shall use the Common Areas & Facilities within the Said Building harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the Allottee (s) that even if the Common Areas & Facilities within the Said Building are included in the computation of Super Area, the right of the Allottee (s) to use the Common Areas & Facilities shall always be subject to the timely payment of Maintenance Charges;

C) The exclusive right to use the Parking Commercial Unit/Shop/Space (s) (without any ownership right) for parking of vehicles only and for no other use whatsoever (as listed in). The Allottee (s) hereby acknowledges that the Said Commercial Unit/Shop/Space along with Parking Commercial Unit/Shop/Space (s) will be treated as a single indivisible Commercial Unit/Shop/Space for all purposes and, as such, cannot be transferred separately. The Allottee (s) agrees that the Allottee (s) shall not have any claim, right or interest whatsoever in respect of any other parking Commercial Unit/Shop/Space (s) save and except the Parking Commercial Unit/Shop/Space (s) allotted to Allottee (s). The Company shall have sole right to deal with or dispose of other parking Commercial Unit/Shop/Space (s) in the Said Complex in the manner in which the Company may deem fit.

D) Right to only use the general common areas and facilities within the Said Portion of Land limited to and precisely listed in of this Agreement, which may be Within or outside the Foot Print earmarked by the Company as commonly used areas by all Allottee (s) of all the buildings constructed on the Said Portion of Land. The identification by the Company of such areas shall be final and binding on the Allottee (s). However, such general commonly used areas and facilities earmarked for common use of all the Allottee (s) shall not include the exclusive reserved parking Commercial Unit/Shop/Space s/stilts/open parking and in basements individually allotted to the Allottee (s) s for their exclusive use. The Allottee (s) acknowledges that these general common areas and facilities have not been included in the computation of Super Area of the Said Commercial Unit/Shop/Space. However, such general common areas and facilities earmarked for common use of all occupants shall not include the exclusive use of covered car parking Commercial Unit/Shop/Space (s) in basements/ stilts/ podium/ proposed basement car parking if provided and open parking Commercial Unit/Shop/Space s, if individually allotted to the respective occupants for their use. Further it is made clear that the portions earmarked by the Company on the surface or stilts/ basement/podium/ proposed basement parking if provided of the Said Land/Said Portion of Land for its own use shall absolutely vest with the Company and

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

the Company shall have absolute discretion to use such earmarked portions as "Pay&Park" for visitors to the Said Building to park their cars or allot it to any other Allottee (s) for consideration that may be mutually agreed.

25. The Allottee (s) agrees and understands that the Parking Commercial Unit/Shop/Space (s) is allotted to him/them for his/her exclusive use and not on an ownership basis. Any additional parking Commercial Unit/Shop/Space (s), if required by the Allottee (s) for exclusive use, would be charged at the then prevalent rate for use of each Parking Commercial Unit/Shop/Space and will be offered subject to availability. The Allottee (s) agree(s) that all such Parking Commercial Unit/Shop/Space (s) allotted for exclusive use shall not form a part of common areas for common use within the Said Building. As the Parking Commercial Unit/Shop/Space (s) for exclusive use is an integral amenity of the Said Commercial Unit/Shop/Space, the Said Commercial Unit/Shop/Space along with Parking Commercial Unit/Shop/Space (s) shall form one single indivisible Commercial Unit/Shop/Space. The Allottee (s) undertakes not to sell/sublet/assign/transfer/deal with the allotted Parking Commercial Unit/Shop/Space (s) independent of the Said Commercial Unit/Shop/Space and Parking Commercial Unit/Shop/Space (s) and the Said Commercial Unit/Shop/Space shall be treated as one indivisible single Commercial Unit/Shop/Space for all purposes.
26. All payments by the Allottee (s) shall be made to the Company only through A/c payee Demand drafts / Account Payee Cheques drawn upon scheduled banks in favour of "SUNRISE STRUCTURES & DEVELOPERS PRIVATE LIMITED," Payable at Noida only. All Cheques are accepted subject to the realization of the same only. In case the Allottee (s) makes the payment by an outstation cheque, then his/her payment would be deemed to have been received on the date, the cheque will get credited into the bank account of the Company by the Bank. Further the Bank Charges for the outstation clearing and bounced Cheque will be charged from the Allottee (s). If the Allottee (s) makes payment through Cheque and Cheque is dishonoured due to any reason whatsoever, the Company shall be entitled to charge Rs.1,000/- (Rupees One Thousand Only) per instance from the Allottee (s), and charges for outstations cheque clearance shall be on actual basis.
27. Subject to force majeure circumstance, change/amendment in Government Rules/Norms, Orders, Notifications, pendency of litigation, dispute between the contractor, sub-contractors etc. and subject to timely payment of installments as per schedule of payments given in ANNEXURE A to the Company by the Allottee (s) against the Commercial Unit/Shop/Space along with other charges payable under the agreed terms and conditions and dues in accordance with the or as per the demands raised by the Company from time to time or any failure on the part of the Allottee (s) in abiding any or all of the terms or conditions of this Allotment Letter, the Company is unable to or fails to deliver possession of the Said Commercial Unit/Shop/Space to the Allottee (s) within proposed period of Forty Two (42) months +/- Six (6) months computed from the date of execution of this Allotment Letter or within any extended period or periods as envisaged under this Agreement, then in such case, the Allottee (s) shall be entitled to give notice to the Company, within ninety (90) days from the expiry of said period, for terminating this Allotment Letter. In that event the Company shall be at liberty to sell and/or dispose of the said Commercial Unit/Shop/Space to

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any other party at such Lease Premium/Sale Consideration and upon such terms and conditions as the Company may deem fit and thereafter the Company shall within ninety (90) days from the date of full realisation of the Total Lease Rent/Total Sale Consideration after sale of Said Commercial Unit/Shop/Space, refund to the Allottee (s), without any interest, the amounts paid by the Allottee (s) in respect of the said Commercial Unit/Shop/Space without deduction of Earnest Money but after deduction of brokerage paid by the Company to the broker/sales organizer in case the booking is done through a broker/sales organizer. For the avoidance of doubt, it is stated that the Allottee (s) shall have no other right or claim against the Company in respect of the said Commercial Unit/Shop/Space.

That subject to the above mentioned force majeure circumstances, if there is a delay in handing over possession of the said Commercial Unit/Shop/Space, no claim by way of damages/compensation shall lie against Sunrise Structures and Developers Private Limited as the same shall be entitled to a reasonable extension of time for the delivery of the said Commercial Unit/Shop/Space to the Allottee (s). For the period of delay, delayed possession charges/compensation @ **Rs. 20/-per sq. ft.** on Super Area of the said Commercial Unit/Shop/Space per month will be paid by the Company till offer of possession only. The period will commence from 8 (Eight) Months from the date of the Allotment Letter with a grace period of six months, provided that all due installments from the concerned Allottee (s) were received on time and he/she/they have complied with requisite formalities and are not lacking in any respect in complying with the terms & conditions of the Allotment Letter. However, it is specifically clarified that Company will pay the delayed possession charges/compensation only to the Commercial Unit/Shop/Space Allottee (s) and not to anyone else like transferee/Assignee etc. and the adjustment of such charges shall be done only at the time of Sub Lease Deed of the said Commercial Unit/Shop/Space in his/her/their favour.

***Force Majeure\**** 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 its obligations under this Agreement, 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;
- (c) Strikes or lock outs, industrial dispute, actions of labour unions;
- (d) Non-availability of cement, steel, water supply or electric power back-up or other Construction/building 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, rule or regulation or the issuance of any injunction, court order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement;

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

*(h) Any event or circumstances analogous to the foregoing.*

*(i) non-procurement of any approval from any Governmental Authority or imposition of any adverse condition or obligation in any approvals from any Governmental Authority, including delay in issuance of the occupation certificate or any other permission that may be required by the Company to fulfill its obligations under this Agreement.*

*(j) Any event or circumstances analogous to the foregoing.*

28. The Allottee (s) authorize(s) the Company to adjust/appropriate all payments made by him/them under any head(s) of dues against outstanding, if any, in his/their name as the Company may in its sole discretion deem fit and the Allottee (s) undertake(s) not to object/demand/direct the Company to adjust his/their payments in any manner otherwise than as decided by the Company. It can also be added where payment related matter is discussed If the Allottee (s) fails to exercise the right of termination within the time limit as aforesaid, then the Allottee (s)'s right to terminate this Allotment Letter shall stand waived off and the Allottee (s) shall continue to be bound by the provisions of this Allotment Letter. The possession period clause is applicable strictly on timely payments made by the Allottee (s).
29. Further, timely payment is the essence of this Allotment. In case of non-payment/delayed payment of installments(s) by the Allottee (s), the Company reserves its right to cancel and allot the Commercial Unit/Shop/Space /s, which is allotted to the Allottee (s), to any other person/entity without any notice or intimation. However later on, if the Allottee (s) makes the payment with due interest @12% p.a as per the payment Plan opted by him/her, the Company may restore the allotment if not resold or allot any other Commercial Unit/Shop/Space /s to the previous Allottee (s), subject to the availability of the Commercial Unit/Shop/Space /s with the Company and in accordance with the Total sale consideration of the new Commercial Unit/Shop/Space.
30. The Company in accordance with the above said arrangement, shall execute a conveyance/Sub-lease deed to convey the title of the said Commercial Unit/Shop/Space in favour of Allottee (s) in such manner as may be permissible by the GNIDA, only after receiving full payment of the total price of the Commercial Unit/Shop/Space including other charges and payment of all securities including payment of Interest Free Maintenance Security payable to the Company or the Maintenance Agency, as the case may be, deposits and charges for bulk supply of electricity, interest, penal interest etc. on delayed installments, Stamp Duty, Registration charges, incidental expenses for registration and all other dues as set forth in this Allotment Letter or as demanded by the Company from time to time prior to the execution of the Conveyance/Sub-lease Deed. In case the Allottee (s) fails to deposit the Stamp Duty, registration charges and all other incidental expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be

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free to appropriate the part of Sale Price/Lease Premium paid by the Allottee (s) towards the said charges and expenses and the Allottee (s) shall forthwith deposit the shortfall in the total lease premium/sale price so caused together with interest for the period of delay in depositing the Sale Price/Lease Premium so appropriated according to payment plan at the rate and in the manner mentioned in the Schedule of payments hereof. If the Allottee (s) is in default of any of the payments as set forth in this Allotment Letter, then the Allottee (s) authorize/s the Company and/or to withhold registration of the Conveyance/Sub-lease Deed in his/her favour till full and final settlement of all dues to the Company is made by the Allottee (s). The Allottee (s) undertakes to execute Conveyance/Sub-lease Deed within the time stipulated by the Company in its written notice. The Allottee (s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies) for the period commencing from the execution of this Allotment Letter till the date of execution of sub-lease deed.

31. The right, title and interest in the Commercial Unit/Shop/Space shall be transferred in favour of the Allottee (s) by way of a tripartite indenture of Conveyance / Sub-lease deed ("Sub-Lease") on such terms and conditions as specified under the Sub-lease Deed and applicable law, including the Rules and Regulations of Greater Noida Industrial Development Authority. The Sub-lease/transfer shall specify the terms and extent of the ownership of the Commercial Unit/Shop/Space with proportionate and impartible rights in the plot of land underneath the Commercial Unit/Shop/Space.
32. The Allottee (s) has accepted that a written intimation for "Offer of Possession" will be sent to the Allottee (s). The said "Offer of Possession" is in order to facilitate the Allottee (s) to communicate the exact date by which the Allottee (s) will be taking the physical possession of the Commercial Unit/Shop/Space after complying with the requisite formalities, the Allottee (s) agree to take possession of the said Commercial Unit/Shop/Space within 30 days of the Company's written notice of offer for possession to the Allottee (s). If the Allottee (s) refuse, neglect or fails to take possession of the said Commercial Unit/Shop/Space within 30 days period from the date of notice, for any reason whatsoever, the Allottee (s) shall be deemed to have taken possession of the said premises at the expiry of 30 days from the date of dispatch of the notice of possession by the Company, then along with interest thereof, the Allottee (s) shall be liable to pay Maintenance Charges as applicable and holding charges @ Rs. 20/-per sq. ft.per month on super area, and refurbishing charges as fixed by the Company for the period for which the Allottee (s) fail to take the actual physical possession thereof. However, the Company shall have the right to cancel the allotment if the Allottee (s) fails to take possession within six months from the date of offer of possession, thereafter the said Commercial Unit/Shop/Space shall be treated as cancelled and no other claim except refund of amount paid without any interest after deducting the Earnest Money and the charges of non-refundable which would also include holding charges nature. Further, in case of bank loan, the due amount will be paid back to the bank and the balance amount, if any, will be refunded to the Allottee (s).
33. The Allottee (s) hereby authorizes and permits the Company to raise finance/loan

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from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other manner by charge/mortgage of the said Commercial Unit/Shop/Space /Building/Project/Land/Portion of Land subject to the condition that the said Commercial Unit/Shop/Space owned by the Allottee (s) shall be free from all encumbrances at the time of execution of Sub-Lease Deed. The Company shall always have the first lien/charge on the said Commercial Unit/Shop/Space /Portion of Land for all their dues and other sums payable by the Allottee (s) or in respect of any loan granted to the Company for the purpose of the construction of the said Commercial Unit/Shop/Space. It is clarified that the Company is not constructing any Commercial Unit/Shop/Space as the contractor of the Allottee (s), but on the other hand the Company is constructing the Project as its own and the sale will be effected after the actual construction / finishing of the Commercial Unit/Shop/Space and by the execution of Sub-Lease Deed.

34. A) The Allottee (s) shall not use the said Commercial Unit/Shop/Space for any purpose other than for commercial use or use in a manner that may cause nuisance or annoyance to occupants of other Commercial Unit/Shop/Space s in the said Building/Project or for any residential or illegal or immoral purpose or to do or suffer anything to be done in or around the said Commercial Unit/Shop/Space s which tends to cause damage to any flooring or ceiling or services of any Commercial Unit/Shop/Space over, below, adjacent to the said Commercial Unit/Shop/Space or anywhere in the said Project or in any manner interfere with the use thereof or of Commercial Unit/Shop/Space s, passages, corridors or amenities available for common use. The Allottee (s) hereby agrees/indemnifies the Company against any penal action, damages or loss due to misuse for which the Allottee (s) / occupant shall be solely responsible.
- B) The roof rights of the Project shall remain with the Company unless allotted to Allottee (s) against consideration. The Allottee (s) shall have no objection if the Company gives on lease or hire any part of the top roof/ terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, etc.
- C) The Allottee (s) shall not do or permit anybody to do the following acts:
- (i) To store in the Commercial Unit/Shop/Space s any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Commercial Unit/Shop/Space or any part thereof.
  - (ii) To do anything in or about the said Commercial Unit/Shop/Space s which may tend to cause damage to any flooring or ceiling or any Commercial Unit/Shop/Space over/ below or adjacent to his Commercial Unit/Shop/Space or in any manner interfere with the use thereof or of any open Commercial Unit/Shop/Space, passages or amenities available for common use.
  - (iii) To demolish the Commercial Unit/Shop/Space or any part thereof or to make any additions or alterations of whatever nature to the said Commercial Unit/Shop/Space or any part thereof.

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(iv) To close ground Commercial Unit/Shop/Space or common passages or common corridors even if a particular floor/ floors are occupied by the same Allottee (s).

(v) To make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah or any external wall, or both the faces of external doors and windows of the Commercial Unit/Shop/Space to be acquired by him, which in the opinion of the Company differ from the colour scheme of the Project.

(vi) To put up any name or signboard, publicity or advertisement material outside his Commercial Unit/Shop/Space or anywhere in the common areas without prior permission of the Company or his nominee in writing.

(vii) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purposes in the said Project.

(viii) To hinder the common area of the complex by any act of the Allottee (s).

(ix) To utilize the common facilities of the complex properly and in the fair interest of all other residing and non-residing Allottee (s).

D. The Allottee (s) shall have no objection against the Company, if the Company makes allotment of any Commercial Unit/Shop/Space /floor in the said Project specifically designated for carrying out cafeteria/ Food court/any other allied purpose in favour of any other Allottee (s).

E. If the Company allots any floor/Commercial Unit/Shop/Space in the said Project in favour of Allottee (s) which is specifically designated for carrying out cafeteria/Food Court/any other allied purpose then:

(i) Allottee (s) shall have to obtain all licenses, statutory permissions and approvals required for running, operating and establishing the Food Court in the Commercial Unit/Shop/Space.

(ii) Allottee (s) shall have to observe and comply with the rules, regulations and bye-laws of the Municipal Authority of concerned District/State/City or any statutory authority.

(iii) All the staff employed in the Food Court shall be the employees of Allottee (s) and the Company shall not be liable for any claims/liability/disputes arising out of their employment.

(iv) Allottee (s) shall not employ any employees who is minor under the Indian Majority Act or any other Act prevailing in India and further agrees that it will comply all the provision of Labour Law and other prevailing laws in India for its Commercial Operation of Food Court in the said Commercial

Unit/Shop/Space during the entire term or the extended term of the Buyer Agreement and shall always keep the Company indemnified for the same.

- (v) Allottee (s) agrees to comply with all the requirements of law related to Shops and Establishments Act, Prevention of Food Adulteration Laws, Labour Laws, ESIC, Provident Fund etc. and other statutory provisions governing its business in the Premises during the entire term or the extended term of the Buyer Agreement.
  - (vi) No further construction/ modification in Commercial Unit/Shop/Space to the Allottee (s) anywhere in the Commercial Unit/Shop/Space (s).
35. That it is understood and accepted by the Allottee (s) that it is a large project; the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. Further the details of the final common areas and facilities will be communicated to the Allottee (s) in the Deed of Declaration which will be filed by the Company with the appropriate authority. For the information of all the Allottee (s), it is hereby informed that the deed of declaration is only filed after the receipt of the Occupation certificate from the appropriate authority.
36. That the Sub-lease holds right of the Allottee (s) begins only after payment of all amounts under the allotment letter and also after obtaining no objection certificate from the Company.
37. (A) The Allottee (s) undertakes to make the payment in accordance with the schedule of payment as per ANNEXURE A. The Allottee (s) agrees that the Company shall be under no obligation to send/issue demands/reminders for the payment of the due amount except the intimation of progress of the construction. The Allottee (s) specifically accepts that in case any due payment(s) is not received by the Company within the stipulated stages/dates indicated in the Payment Plan and/or on the due dates agreed by the Company and Allottee (s) and/or advised by the Company through any reminders/demand notice (due date), the Company may issue a notice to the Allottee (s) to make the payment within 15 days from the due date, the Company may at its discretion condone the delay and allow the Allottee (s) to make payment till the 30th day from the due date by paying an interest at the rate of Twelve percent per annum. In the event the Allottee (s) still fails to make payment even on or before 30 (thirty) days from the due date, the Company shall be entitled in its sole discretion, without giving any further notice, to cancel the Allotment and to forfeit the Earnest Money along with interest on the delayed period. The balance amount, after adjustment of interest payable on unpaid amount, if any, shall be refunded to the Allottee (s) without any interest after the said Commercial Unit/Shop/Space is allotted to some other Allottee (s). In case of short fall, the Company shall be entitled to recover the same from Allottee (s).
- (B) That if for any reason, the booking of the Commercial Unit/Shop/Space / Commercial Unit/Shop/Space is cancelled by the Allottee (s) or the Company for non-payment of any installment or breach of any terms and conditions of Allotment Letter/Allotment Letter, then 10% of the Total Lease Premium/Total Sale

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Consideration and other charges of Commercial Unit/Shop/Space will be forfeited along with interest on delayed period/non-payment of installments, and balance amount, if any, will be refunded without any interest.

(C) The Allottee (s) shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee (s) whether in or outside India for acquiring the said Commercial Unit/Shop/Space . The Company shall in no way whatsoever be responsible or liable for any action/inaction of such broker or such payment, commission or brokerage nor the Allottee (s) have the right to deduct such charges from the Total Lease Premium/Total Sale Consideration and other charges payable to the Company for the said Commercial Unit/Shop/Space . Further, the Allottee (s) shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

38. (A) The Company shall undertake the Maintenance of the Different Tower/Project either by himself and/or through a maintenance agency appointed by the Company (hereinafter referred to as the “Maintenance Agency”). For this purpose the Allottee (s) agrees to sign a separate Maintenance agreement which shall contain the full scope of maintenance of the Project and shall pay the maintenance charges as decided from time to time by the Developers and/ or the Maintenance Agency (calculated on the super area basis of the Said Commercial Unit/Shop/Space ).

(B) The Allottee (s) shall pay to the Maintenance Agency Six months advance Maintenance charges, prior to taking over the possession of the Commercial Unit/Shop/Space. These charges shall be in addition to the IFMS deposit, and the same shall be decided by the Company as and when required.

39. That the Allottee (s) shall not transfer the right, title and interest in the said Commercial Unit/Shop/Space to any prospective buyer without the written consent/approval of Sunrise Structures and Developers Private Limited. The Company may, however, in its sole discretion, permit such substitution on terms and conditions including payments of administrative charges as applicable on Super Area which shall be decided by Sunrise Structures and Developers Private Limited. Time to time as applicable, by executing documents of transfer, indemnity bond, affidavit etc. The said administrative charges shall be paid by the Allottee (s) to Sunrise Structures and Developers Private Limited. And /or to the Maintenance Agency on behalf of Sunrise Structures and Developers Private Limited. Any change in name (including addition/deletion/substitution) of the Allottee (s) will be deemed as transfer and transfer charge will be payable. The administrative charges for the said Commercial Unit/Shop/Space amongst family members (husband/wife and own children/mother/father and real brother and sister) will be 50% of the normal transfer charges. Any transfer charges payable to GNIDA or Registrar Office will be payable by Allottee (s) solely. Further, if any other liability like stamp duty, transfer charges of GNIDA and/or any other liability of any Govt. department, GNIDA etc. arises due to transfer of the said Commercial Unit/Shop/Space , the Allottee (s)/ Transferee is solely responsible and will pay the same and no liability will arise against Sunrise Structures and Developers Private Limited. in any circumstances.

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40. The Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Allottee (s) and such third party shall not have any right and/or claim in the said Commercial Unit/Shop/Space s or towards the Company in any manner whatsoever, except as may be specifically consented to by the Company. The Company shall issue the payment receipts only in favour of the Allottee (s). However, the third party cannot raise his/her/its objection after the expiry of 15(fifteen) days of the clearance of the cheque/s about the payment or remittances to the Company on behalf of the Allottee (s). The Allottee (s) indemnifies the Company against all the claims/damages/interest/compensation etc. in any manner whatsoever, by the third party on account of payment made by him on behalf the Allottee (s) to the Company . The Allottee (s) shall furnish undertaking from the third party in regard to the payment made by him. The Company shall not be liable or responsible for any inter-se transaction between such third party and the Allottee (s) in any manner whatsoever.
41. (A) That in case the Allottee (s) want to avail of a loan facility from any bank/ financial institution/agency to facilitate the purchase of the Commercial Unit/Shop/Space applied for, the Company shall facilitate the process subject to the following:
- (i) The Allottee (s) shall arrange/avail the loan facility from Bank/Financial Institution/Agency on his own and the Company shall not be responsible or liable for the same in any manner whatsoever, and the Allottee (s) shall not be entitled to any leverage or concessional treatment from the Company .
  - (ii) The Allottee (s) shall ensure that the Installment as stipulated in payment plan has been paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
  - (iii) If the installment(s) are not paid on due dates as stipulated above, the Company shall be entitled to recover the interest on late payment notwithstanding anything contrary to this contained in any other agreement among the Company, the Allottee (s) and the Bank/Financial Institution/Agency.
  - (iv) In case the Bank/Financial Institution/Agency makes the lump sum payment of the Lease Premium/Sale Consideration of Commercial Unit/Shop/Space, the Company shall not be liable to pay the interest or any other charges to the Allottee (s) for receiving the payment before due dates.
  - (v) In case of non-sanction of loan for any reason, the Allottee (s) shall ensure to pay the installments as per the payment plan, failing which, the Allottee (s) shall be governed by the clause relating to the non- payment of the installments in this Allotment Letter.
- (B) The Allottee (s) agrees that the Company shall have the first charge/lien on the said Commercial Unit/Shop/Space for the recovery of all its dues payable by the Allottee (s) under this Allotment Letter and such other payments as may be demanded

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by the Company from time to time. Further the Allottee (s) agrees that in the event of his/her failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge/lien by selling the said Commercial Unit/Shop/Space to recover and receive the outstanding dues out of the sale proceeds thereof.

42. (A) That the Allottee (s) has further agreed that all ownership rights of land(s), facilities and amenities other than those within the tower/ building in which the Commercial Unit/Shop/Space is located and the common areas shall vest solely with the Company, which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities. The staircase, connecting the Ground Floor to Terrace, is a common service accessible to all the dwellers of all the Commercial Unit/Shop/Space s. The Allottee (s) will not encroach, occupy, alter or block the access to and from the staircases.
- (B) However, all such Common Area and facilities shall remain the property of the Company, which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred/ assigned to any other body or agency or association or society of residents of the Commercial Project, in accordance with the provisions of U.P. Commercial Unit/Shop/Space Ownership Act, 1975 or any other law applicable to the said Project.
- (C) The Allottee (s) shall be governed by the U. P. Apartment Act, 2010. The right to usage of common facilities is subject to observance by Allottee (s) of covenants herein and up to date payment of all dues amounts.
- (D) That in addition to the Built Up Area, if the Allottee (s) gets exclusive usage rights to certain areas (like attached areas with ground floor Commercial Unit/Shop/Space and terrace for certain upper floors), in such a case, 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).
- (E) The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Commercial Unit/Shop/Space (s) within the said Building and the Allottee (s) shall have no right to raise objections or make any claims on this account.
43. The Allottee (s) (in case of Non Resident Indian status or Non Resident Entity) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 2002 (FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws etc. and provide Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Allotment Letter. The Allottee (s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the amount paid by the Allottee (s) will be refunded by the Company without any interest but after adjusting/forfeiting earnest money along with interest and interest payable on unpaid amount etc. and the allotment shall be cancelled forthwith. Any refund, transfer of security if provided in terms of this Agreement shall be calculated and made in Indian

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Co-Allottee (s)

Rupees only and in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee (s) understand(s) and agree(s) that in the event of any failure on Allottee (s) part to comply with the prevailing foreign exchange control guidelines issued by the Reserve Bank of India, Allottee (s) alone shall be liable for any action under FEMA as amended from time to time. The Allottee (s) shall keep the Company fully indemnified and harmless in this regard and the Company accepts no responsibility in this regard. Whenever there is any change in the residential status of the Allottee (s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee (s) to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Allottee (s) and such third party shall not have any right under this Agreement/allotment of the Said Commercial Unit/Shop/Space allotted herein in anyway and the Company shall be issuing the payment receipts in favour of the Allottee(s) only. The Company will not be liable in any manner on such account.

44. The Company and Allottee (s) agree and acknowledge that where the completion of the construction of the Commercial Unit/Shop/Space and/or the handing over of the possession of the Commercial Unit/Shop/Space is delayed by any reason beyond the control of the Company, including but not limited to Force Majeure, or due to Government Rules, Orders, Notifications etc then no claim whatsoever by way of any damages/compensation shall lie against the Company and the Allottee (s) hereby waives all rights and claims in this regard. Further, any delay occurs in handing over the possession to the Allottee (s) on account of reasons specified under this Allotment Letter, the Company shall be entitled to a reasonable extension of time for handing over possession of the said Commercial Unit/Shop/Space to the Allottee (s).
45. If in the opinion of the Company, Force Majeure continues for a longer time, then the Company may, in its sole discretion, abandon the project and terminate/ alter/ vary the terms and conditions of this Allotment Letter, in such a case, the Company shall only be liable to refund the amounts received from the Allottee (s).
46. The compliance of the terms and conditions of this Allotment Letter and the development of the Project by the Company shall at all times be subject to Force Majeure conditions as defined below:-
47. The Company shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company. Such acts shall mean any event which by itself or in combination with other events or circumstances could not (i) by exercise of reasonable diligence, or (ii) despite adoption of reasonable precautions, have been prevented or caused to have been prevented, and which impairs or otherwise adversely affects the Company's ability and capacity to perform its obligations and which events and circumstances shall include but not be limited to, a) acts of God, such as fire (including fire resulting from explosion), lightning, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake (including earthquake shock and fire), epidemics and other natural disasters; b)

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

mischievous, explosions (including fire resulting from explosion), aircraft impact damage; c) strikes or lock outs, industrial disputes; d) due to any litigation, cancellation /termination /revocation of aforesaid Development Right or non-availability of cement, steel, labour or other construction material due to strikes or lock outs at manufacturers, suppliers, transporters or other intermediaries or otherwise, due to dispute with the construction agency employed by the Company ; e) war and hostilities of war (whether war be declared or not), riots or civil commotion; and f) any event or circumstance similar or analogous to the foregoing. In the event of a Force Majeure event, the Company shall be entitled to reasonable extension of time for performance of its obligations or to put in abeyance or otherwise entirely abandon the Project.

48. The Allottee (s) agrees that in case the Company has to put in abeyance/abandon the Project or is unable to deliver the Commercial Unit/Shop/Space:
  - (i) Due to promulgation or amendment of any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts the Company /Associate Companies from complying with the terms and conditions as contained in this Allotment Letter;
  - (ii) if any competent authority refuses, delays, withholds or otherwise denies necessary approvals for the Project or any part thereof for any reason whatsoever including but not limited to delay in issuance of Occupation and Completion Certificate;
  - (iii) If any matter relating to the Project becomes the subject matter of any suit/writ or any other legal proceedings before any competent Court;
  - (iv) Due to Force Majeure conditions; or
  - (v) Any other circumstance beyond the control of the Company, then the Company may cancel the allotment of the Commercial Unit/Shop/Space and refund the amounts received from the Allottee (s) without interest or compensation.
49. The Company may obtain/apply the building completion certificate either for the whole project or in phases, i.e. part of the project, from the Greater Noida Industrial Development Authority.
50. The Allottee (s) will have a right to ownership and access, only to his Commercial Unit/Shop/Space, after he has fully paid all the dues, complied with all the terms and conditions mentioned in this Allotment Letter and also got the Sub-Lease Deed/Conveyance Deed, registered and executed in his favour from the Company.
51. All external walls, windows, passages, common areas, other property etc. shall never be occupied, and no signage, sign board, neon light, publicity or advertisement material, hanging of clothes etc. or display board installed, air-conditioning Commercial Unit/Shop/Space s or generators shall be installed in these areas by the Allottee (s) and or no other activity shall be done which spoils the aesthetics of the

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.



building or area, causes noise pollution or in any other way in-conveniences to any other party or the Company or is illegal or for immoral purposes. For putting names of the various owners, the Company will make all the provisions and none of the Allottee (s) shall do it otherwise. The said Commercial Unit/Shop/Space shall solely be used for Commercial purpose alone and for no other purpose and furthermore, the Allottee (s) shall not conduct any illegal or immoral activities from or in the said Commercial Unit/Shop/Space, any activity, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners / occupants of said Project.

52. The Allottee (s) agrees and undertakes that it shall neither modify any structure or raise any illegal construction in the said Commercial Unit/Shop/Space, nor encroach upon or occupy any area falling outside the said Commercial Unit/Shop/Space. However, the Allottee (s) may undertake minor internal alterations in his Commercial Unit/Shop/Space only with the prior written approval of the Company /Concerned Statutory Authorities. The Allottee (s) shall not be allowed to affect any of the following changes/alterations:-
  - (i) Changes which may cause damage to the structure (column, beams, slabs etc.) of the Block or the Commercial Unit/Shop/Space or to any part of the adjacent Commercial Unit/Shop/Space s. In case damage is caused to adjacent Commercial Unit/Shop/Space or common area, the Allottee (s) will get the same repaired as his/her/their own Lease Premium/Sale Consideration failing which, the Company will get the same repaired at its own expenses and recover the Lease Premium/Sale Consideration incurred by it from the Allottee (s).
  - (ii) Changes that may affect the façade or common area of the Building, e.g. changes in windows, tampering with external treatment, changing the paint colour of Balconies and External Walls, putting Grills on Doors and Windows, covering of Balconies and Terraces with permanent or temporary structure, hanging or painting of signboards etc. Designated Commercial Unit/Shop/Space s will be allocated for display of signboard etc. In the interest of Project aesthetics, unauthorized display boards will be removed at the Lease Premium/Sale Consideration of the Allottee (s).
  - (iii) Making encroachments on the common Commercial Unit/Shop/Space s in the Building.
53. The Allottee (s) agrees and undertakes to co-operate with the Company at all times, and shall, from time to time, sign and execute all applications, papers, documents, maintenance agreement, all other agreements required before taking over the possession and all other relevant papers, do all the acts, deeds, and things as the Company may require for the purposes of giving effect to the terms of this Allotment Letter, and for safeguarding the interests of the Company and other Commercial Unit/Shop/Space s owners, in relation to the said Project.
54. That all the charges payable to various departments for obtaining service connections to the Commercial Unit/Shop/Space like electricity, telephone, water etc., including security deposit for sanction and release of such connections as well as any other charges pertaining thereto will be payable by the Allottee (s).

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

55. (A) The Allottee (s) agree(s) to pay directly or if paid by the Company then reimburse the Company on demand, Government Charges, Taxes and Cesses, ground rent /additional ground rent if any, property taxes, vacant land tax, wealth tax, service tax, education cess, work contract tax/VAT and taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the Said Building(s) constructed on the Said Portion of Land or the Said Commercial Unit/Shop/Space , as the case may be, as assessable/applicable from the date of this Agreement by the Allottee (s) and the same shall be borne and paid by the Allottee (s) in proportion to the Super Area of the Said Commercial Unit/Shop/Space (s) to the Super Area of all the Commercial Unit/Shop/Space s in the Said Building as determined by the Company . However it is made clear that the service tax will be charged on all payments including charges for exclusive use of Parking Commercial Unit/Shop/Space (s) and any other payment(s) made by the Allottee (s) towards the Said Commercial Unit/Shop/Space as may be provided in the service tax law including its amendments as may be in force from time to time. Further the Allottee (s) shall be liable to pay from the date of Application house-tax/property-tax, firefighting tax, service tax or any other fee or cess as and when levied by a local body, municipality or any competent authority(ies) and so long as the Said Commercial Unit/Shop/Space of the Allottee (s) is/are not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee (s) in proportion to the Super Area of the Said Commercial Unit/Shop/Space to the total Super Area of all the Commercial Unit/Shop/Space in the Said Building as determined by the Company . These taxes, fees, cesses etc. shall be paid by the Allottee (s) irrespective of the fact whether the maintenance is carried out by the Company or its nominee or any other body or association of all or some of the Commercial Unit/Shop/Space Allottee (s).
- (B) The Allottee (s) before taking possession of the Commercial Unit/Shop/Space, must clear all the dues towards the Commercial Unit/Shop/Space and have the Conveyance Deed/grant of Sub-Lease Deed for the said Commercial Unit/Shop/Space as per the approved format of GNIDA, executed in his favour. The Allottee (s) shall clear his dues including stamp duty charges payable towards registration and execution of the sub-lease deed within 21 days of issuance of notice of offer of possession.
- (C) That, if at any stage this document requires to be registered under any law or necessity, the Allottee (s) binds himself and agrees to register the same through the Company in his favour at his own Lease Premium/Sale Consideration and expenses and to keep the Company fully absolved and indemnified in this connection.
56. The Company reserves the right to cancel the allotment of Commercial Unit/Shop/Space (s) where allotment being obtained through misrepresentation, concealment and/or suppression of material facts. The Company's decision in this regard shall be final and binding on the Allottee (s).
57. That all notices to be served on the Allottee (s) and the Company as contemplated by this Allotment Letter shall be deemed to have been duly served if sent to the Allottee (s) or the Company by Registered Post/ Speed Post/Courier with POD at the addresses mentioned at the start of this Allotment Letter.

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

58. The Allottee (s) agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Allotment Letter shall be deemed to be events of defaults and shall be liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

(i) Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IFMS as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Company to the Allottee (s) under the terms of this Allotment Letter, and all other defaults of similar nature.

(ii) Failure to perform and observe any or all of the Allottee (s)'s obligations including those contained in 54 (i) as set forth in this Allotment Letter or if the Allottee (s) fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other documents executed with the Company in relation to the said Commercial Unit/Shop/Space s.

(iii) Failure to take possession of the said Commercial Unit/Shop/Space s within the time stipulated by the Company in its notice.

(iv) Failure to execute the Sub-Lease Deed/Conveyance Deed within the time stipulated by the Company in its notice.

(v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company, its nominee, other Body or Association of Commercial Unit/Shop/Space Owners/Association of Condominium, as the case may be.

(vi) Failure to become a member of the association of Commercial Unit/Shop/Space owners of the said Building / Project or to pay subscription charges etc. as may be required by the Company or association of Commercial Unit/Shop/Space owners, as the case may be.

(vii) Assignment of this Allotment Letter or any interest of the Allottee (s) in this Allotment Letter without prior written consent of the Company.

(viii) Dishonor of any cheque(s) given by Allottee (s) for any reason whatsoever.

(ix) Any other acts, deeds or things which the Allottee (s) may commit, omit or fail to perform in terms of this Allotment Letter, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee (s) agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee (s).

59. All the provisions contained herein and the obligations arising hereunder in respect of

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

the said Commercial Unit/Shop/Space / Building/Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the said Commercial Unit/Shop/Space, as the said obligations go along with the said Commercial Unit/Shop/Space for all intents and purposes.

60. The Allottee (s) agrees that the provisions of this Allotment Letter, Maintenance Agreement, and those contained in other Annexure are specific and applicable to Commercial Unit/Shop/Space s allotted to the Allottee (s) in the said Project and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Commercial Unit/Shop/Space (s)/building(s)/Project(s) of the Company / its associates/subsidiaries, partnership firms in which the Company is partner or interested.
61. The Company further reserves the right to correct, modify, amend or change all the Annexure attached to this Allotment Letter and also Annexure which are indicated to be tentative at any time prior to the execution of the Sub-Lease Deed/Conveyance Deed of the said Commercial Unit/Shop/Space .
62. It is clarified that the rights and obligations of the Allottee (s) and the Company, under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.
63. That the amenities like Road, Electricity, Sewer and water supply will be provided by the Development Authority concerned up to the boundary of the said Project. Sunrise Structures and Developers Private Limited shall be responsible for connection of all such services till the boundary of the said project. The Company will carry out all the above mentioned amenities within the boundary of 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.
64. That the Applicant(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this if any loss or damage happens, the Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
65. That the applicant & co-applicant (if any) will have equal share in the Commercial Unit/Shop/Space. In case of death of any of them, death certificate and /or No Objection Certificate from the bank if available a loan is/are required to be supplied to the Company by the legal heirs. Similarly in case where any dispute arises between the applicants, booking will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged despite the fact that dispute between applicants has not come to end.
66. That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

meters to the Commercial Unit/Shop/Space through pre-paid systems. The Electricity Connection shall be provided for the capacity, as opted in this Allotment Letter and also in accordance with all other Terms & Conditions as per the electricity supply agreement.

67. The Applicant(s) has agreed that the information provided and the knowledge obtained during the course of this transaction, about the arrangement, conceptualization, construction and development of various projects undertaken or to be undertaken by the Company shall be kept strictly confidential and no information shall be furnished or given to any other person.
68. Payment from sources other than the Allottee (s) ("Third Party") to be accompanied with no objection certificate (NOCs) as per the approved format of the Developer failing which the same is liable to be rejected and returned directly to the said Third Party.
69. In case the Developer abandons the Project or part thereof due to any reason whatsoever and/or unable to deliver the possession of the Commercial Unit/Shop/Space, the Developers liability shall be only to refund the amount paid by the Allottee (s) to Developer in respect of the Commercial Unit/Shop/Space with simple interest calculated @ 10% per annum from the date of receipt of the amount.
70. In case of joint Allottee (s) first Allottee (s) shall be considered as principal Allottee (s) and all communication will be sent to the first Allottee (s) only. Company shall not be responsible to communicate and provide any information to co-Allottee (s) gives the consent to the same. It shall be the responsibility of Allottee (s) to inform the Company in writing about subsequent change(s) regarding their/his/her address; otherwise the address given in the booking Allotment Letter/ Allotment letter will be used for all correspondence. Any communications sent to Allottee (s) at this address shall be deemed to have been received by the Allottee (s) and the Company shall not be responsible for any default.
71. That Allottee (s) hereby confirms that they have No Objection and give his/their consent/NOC to the Company Sunrise Structures and Developers Private Limited for utilization/underutilization of maximum FAR/unused FAR by making additional construction or Reduction or otherwise, granted/ to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said commercial project of the Company. Further there will be no demand by me/us for reduction of cost of Commercial Unit/Shop/Space applied for or for compensation to utilize enhanced FAR. It is clarified by the Company that the present project is constructed on the land of 15989.69 meterout of the total land area of 101743 mtr. The Allottee (s) will have no right on the remaining land area and other development and his/her right is restricted only to the Commercial Unit/Shop/Space booked by him/her in the present 15989.69 mtr project. The Company has a right to utilize unused FAR, in the manner as it may deem fit and no objection in relation thereto can be raised by the Allottee (s). It is also clarified that on account of change in FAR/grant of additional FAR, Company has a right to utilize the same in any manner whatsoever which would include but not limited to increase in number of floors etc. The Allottee (s) hereby confirms that he/she/they will not raise

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

any objection whatsoever and neither claims any relief against the Company.

72. That it is understood and accepted by the Allottee (s) that since it is a large project; the construction will be completed in phases. All the major common facilities can be completed only after completion of construction of all the phases. Allottee (s) will not deny to pay maintenance charges due to nonfunctional of some of common facilities, when his phase / or part of the project is functional / operational and possession is offered to him.

That the monthly maintenance charges shall commence from the date of offer of possession or after the expiry of Fit-Out-Period of one month as the date mentioned in offer for Possession whichever is earlier. Delay in taking possession by Allottee (s) for any reason whatsoever will not absolve him from maintenance charges.

In case of failure of the Intending Allottee (s) to pay the maintenance bill, other charges on or before the due date, the Intending Allottee (s) in addition to permitting the maintenance agency to deny him/her the maintenance services, also authorizes the Company to adjust in the first instance, the interest accrued on the interest bearing maintenance security against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Intending Allottee (s) further authorizes the Company to adjust the principal amount of the interest bearing maintenance security against such defaults.

73. All or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be referred to the sole arbitrator to be appointed by the Company . The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Noida/New Delhi. Subject to Arbitration as referred above, the Court at Noida/Gr. Noida alone shall have jurisdiction in respect of all matters or disputes or differences arising under or in connection with or in relation to the present Allotment Letter.

You are requested to sign on both copies of this Allotment Letter (on each page) in token of your acceptance of the terms & conditions stated hereinabove.

We hereby accept the allotment on the terms and conditions mentioned hereinabove.

Dated: \_\_\_\_\_

## **ANNEXURE “A” - PAYMENT PLAN**

### **Consent for Communication through E-mail / SMS**

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

I, \_\_\_\_\_

S/D/W/C of \_\_\_\_\_

R/o \_\_\_\_\_

First Applicant

And

I, \_\_\_\_\_

S/D/W/C of \_\_\_\_\_

R/o \_\_\_\_\_

Second Applicant

“SUN TWILIGHT COMMERCIAL”, situated at Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District GautamBuddh Nagar, Pin - 201308, Uttar Pradesh, India, give my/our unconditional consent and undertaking for receiving all demand notices, letters, all type of updates and communication etc. issued by the Company from time to time through the below mentioned e-mail id provided by me/us.

The email id \_\_\_\_\_ provided by me/us is a valid email id and all said communication sent by the Company through this mode will be considered as received by me/us as the other ordinary mode of communication.

Further I/we the applicant(s) give my/our unconditional consent also for receiving updates/ reminders etc. from time to time through SMS (Short Message Services) on my/ our mobile no. (s) \_\_\_\_\_.

### NO OBEJECTION CERTIFICATE

I, \_\_\_\_\_

S/D/W/C of \_\_\_\_\_

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

R/o \_\_\_\_\_

First Applicant

And

I, \_\_\_\_\_

S/D/W/C of \_\_\_\_\_

R/o \_\_\_\_\_

Second Applicant

Of “SUN TWILIGHT COMMERCIAL”, situated at Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District GautamBuddh Nagar, Pin - 201308, Uttar Pradesh, have applied for allotment and have got the allotment in the Project named above and have No Objection and give my/our consent/ NOC to the Company Sunrise Structures and Developers Private Limited for utilization/underutilization of maximum FAR by additional construction or Reduction or otherwise, granted /to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said commercial project of the Company . Further there will be no demand by me/us for reduction of cost of Commercial Unit/Shop/Space applied for or for compensation to utilize enhanced FAR.

Furthermore, I/We know and agree that this Application / Allotment is regarding of my Commercial Unit/Shop/Space and hereby waives and agree that Company s can abandon any part of the Project due to any reason whatsoever. On such abandonment, applicant will not raise any dispute and neither any compensation will be payable. Company may or may not complete the entire building but can obtain part possession of part of the building wherein my Commercial Unit/Shop/Space is situated. I/We am/are concerned with my/our Commercial Unit/Shop/Space and understand that Project is in multiple phases.

### **NO OBEJECTION CERTIFICATE**

I, \_\_\_\_\_

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)



S/D/W/C of \_\_\_\_\_

R/o \_\_\_\_\_

First Applicant

And

I, \_\_\_\_\_

S/D/W/C of \_\_\_\_\_

R/o \_\_\_\_\_

Second Applicant

Of “SUN TWILIGHT COMMERCIAL”, situated at Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District GautamBuddh Nagar, Pin - 201308, Uttar Pradesh, have applied for allotment and have got the allotment in the Project named above and have No Objection and give my/our consent/ NOC to the Company Sunrise Structures and Developers Private Limited for utilization/underutilization of maximum FAR by additional construction or Reduction or otherwise, granted /to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said commercial project of the Company . Further there will be no demand by me/us for reduction of cost of Commercial Unit/Shop/Space applied for or for compensation to utilize enhanced FAR.

Furthermore, I/We know and agree that this Application / Allotment is regarding of my Commercial Unit/Shop/Space and hereby waives and agree that Company can abandon any part of the Project due to any reason whatsoever. On such abandonment, applicant will not raise any dispute and neither any compensation will be payable. Company may or may not complete the entire building but can obtain part possession of part of the building wherein my Commercial Unit/Shop/Space is situated. I/We am/are concerned with my/our Commercial Unit/Shop/Space and understand that Project is in multiple plans.

## **TENTATIVE SPECIFICATION**

### **FLOORING**

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)

Cement Concrete Flooring

## **WALLS**

Plastered partition walls

## **ELECTRICITY**

One electric single point inside the shop.

## **FLOORING OF COMMON CORRIDOR**

Vitrified Tiles / Ceramic tiles & Granite / Marble Stone / Kota Stone

## **DOORS**

Main door - Aluminum / Glass

For SUNRISE STRUCTURES & DEVELOPERS PVT LTD.

Authorized Signatory

Allottee

Co-Allottee (s)