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LETTER OF ALLOTMENT

To,

1. Mr. /Mrs. / Ms.

Son/Daughter/Wife of Mr.

Resident of.

2. Mr. /Mrs. / Ms.

Son/Daughter/Wife of Mr.

Resident of.

To be filled in case of Joint Applicants)

(Hereinafter for the sake of brevity referred to as Allottee)

Re : Unit Noin "Golf Green" situated at, Village Datawati Gesupur, Meerut

Dear Sir/Madam,

With reference to your application dated.....submitted to us for purchase of a unit of land situated in "GOLF GREEN" situated at Village Datawati Gesupur, Meerut, We are pleased to provisionally allot you a residential unit in the above project subject to the terms and conditions mentioned hereinafter in this Provisional Letter of Allotment (for the sake of brevity) 'Gateway Global Buildwell Pvt. Ltd.' is hereinafter to as " Gateway Global".

A. REPRESENTATIONS & WARRANTIES ON THE PART OF ALLOTTEE:

1. The Allottee has inspected the site where the said project is proposed to be constructed, ownership record and other related documents and hereby acknowledges that Gateway Global has readily provided all information, clarifications as required by the Allottee and that the Allottee has not merely relied upon and/or influenced by any architectural plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Gateway Global, its selling agents/ brokers or any other person on its behalf or otherwise including but not limited to any representations relating to descriptions or physical conditions of the land, the said building or the unit size or dimensions of the unit or the room thereto or any physical characteristics thereof the, the services to be provided to the Allottee or any other data except as per specifically represented in this Provisional Letter of Allotment and that the Allottee has relied solely on his own judgment/investigation in taking decision to purchase the said unit. The Allottee has not been induced in taking decision to buy the said unit but the Allottee taking into consideration in totality the factual position at the spot and other attending circumstances has consciously decided to buy the unit.
2. The Allottee confirms that he is purchasing the said unit with full knowledge of all rules, regulations, notifications etc. applicable to the said area in general and the said project in particular and the terms and conditions contained in this Provisional Letter of Allotment and that the Allottee has clearly understood his rights/duties obligations under each and every clause of this Provisional Letter of Allotment.
3. Gateway Global is issuing this Provisional Letter of Allotment relying on the confirmations, representations and assurances of the Allottee faithfully abide by all the terms, conditions and stipulations contained in this Provisional Letter of Allotment.

B. REPRESENTATIONS AND WARRANTIES ON THE PART OF GATEWAY GLOBAL:

1. Gateway Global is the owner and in possession of the said land situated at Village Datawati Gesupur, Meerut and Gateway Global has development and absolute marketing and selling rights on the said land. It may however be made clear that Gateway Global reserves to it the right to enter into any kind of agreement or arrangement with any other person/persons/company etc. so as to make or create change in the constitution of Gateway Global and for doing so consent of the Allottee shall not be required nor will it be necessary to inform such change/s to the Allottee.
2. Gateway Global is under the process of developing the said land into a residential colony/township after obtaining the requisite licenses/permission from authorities concerned for carrying out residential development on the said land as permissible under law.
3. Gateway Global relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms and conditions contained in the application form and in this Provisional Letter of Allotment has accepted in good faith his application to provisionally allot residential unit in the said project (hereinafter referred to as the "said unit" detailed as under.

DESCRIPTION AND PRICE OF THE UNIT :

Name of the project:

Golf Green

Unit No

Unit Area

Basic sale price

..... Sq.yard
..... @Rs..... per sq.yard**Preferential location charges**

Park or Corner Or 18 meter.Road

Any 2 Plc (From Above)

Any 3 Plc (From Above)

Golf or Swimming Pool

..... @Rs..... per sq.yard
..... @Rs..... per sq.yard
..... @Rs..... per sq.yard
..... @Rs..... per sq.yard**NOTE : All Measurements of prices are in square feet only.****Amounts received from the intending Allottee(s)**

That the Allottee has paid and Gateway Global has received a sum of Rs (Rupees.....) towards earnest money of the said unit the receipt of which Gateway Global does hereby acknowledge and the Allottee shall and hereby agrees to pay the remaining price of the unit and all other charges as described in the schedule of payment attached with this Provisional Letter of Allotment with in the times stipulated in the manner specified therein.

NOW THEREFORE THE TERMS AND CONDITINS OF THIS PROVISIONAL LETTER OF ALLOTMENT WITNESS AS UNDER:

1. (i) Wherever applicable, taking into consideration extra/preferential location charges such as main road facing, main road corner facing, park facing, conner facing, conner park etc., the Allottee shall pay installment in Schedule- i annexed to this Provisional Letter of Allotment which shall form and be read as a part of this Provisional Letter of Allotment. It will be obligatory on the part of the Allottee to make the payment on or request or reminders for payment of installments prescribed in the schedule-I.
 - (ii) That the Allottee agrees to confirm that the basic sale price of the said Unit shall be computed on the basis of its total area and the rate mentioned herein above and the total area mentioned herein is tentative and subject to change, at the sole discretion of Gateway Global. If any excess payment is made or found to have been made by the Allottee the Gateway Global shall refund excess payment received from the Allottee without interest.
 - (iii) In addition to the Basic sale price of the Unit the allottee shall also pay in timely manner External development charges(EDC), Internal development charges (IDC), Rain water Harvesting (RWH), Club Membership Charges (CMRC), Interest free maintenance Security, Preferential location charges (PLC), any other charges if applicable. Any increase in EDC, statutory an non-statutory charges shall be borne and paid by the Allottee in proportionate basis directly to the Company with in 30 (Thirty days) of the receipt of any such communication.
 - (iv) In the event that the Allottee is allotted any such preferentially located Unit at sole discretion of the Company and subject to availability, the Allottee shall be liable to pay the PLC to the Company in addition to the Sale Price immediately upon demand from the Company.
 - (v) The Allottee hereby authorizes and permits Gateway Global to raise finance/ loan from any financial institution/bank securing the same by mortgage/charge/securitization of receivable of unit allotted subject to the said land being free from any encumbrances at the time of execution and registration of deed of conveyance in favour of Allottee. Gateway Global/Financial Institution/Bank shall always have the lien/charge on the said unit for all its dues and other sums payable by the Allottee or in respect of the loan granted for the purpose of the construction of the said Building/ Residential Complex/Commercial Complex. In case the Allottee opts for long-term payment plan arrangement with any financial institutions/bank, the conveyance of the unit in favour of the Allottee shall be executed only upon Gateway Global receiving No Objection Certificate from such financial institutions/bank.
 - (vi) That the sale deed be subsequently executed and registered in favour of the Allottee within reasonable time after the unit has been finally constructed at the site and after receipt from the Allottee full sale consideration and other charges and compliance of all terms and conditions of this Provisional Letter of Allotment. The Allottee shall pay full registration charges, cost of stamp duty and all other incidental and miscellaneous charges as and when demanded by Gateway Global to convey the said unit in favour of the Allottee in case the government demands any stamp duty/registration charges on this Provisional Letter of Allotment, the same shall be borne by the Allottee.
2. **The Allottee shall make all payments to Gateway Global through (a) Demand Draft(s) and/or (b) Cheque(s) payable at Meerut in favour of Gateway Global Buildwell Private Limited. And/or by cash against a proper receipt duly signed and/or countersigned by authorized signatory(ies) of Gateway Global.**
 3. In case the Allottee wants to avail any loan facility from his employer or financial institution or bank to facilitate the purchase of the said unit, Gateway Global shall co-operate with the Allottee during the financing process, however, the terms of the financing agency shall exclusively be binding and applicable upon the Allottee only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the development plan of Gateway Global will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to Gateway Global, as per payment plan, shall be ensured by the Allottee from his own resources, failing which, the Allottee shall be governed by the provision contained in this Provisional Letter of Allotment inter alia with regard to cancellation of allotment or other matters connected therewith.

4. The above agreed basic sale price plus all additional charges upon in this letter of the said unit covers development of internal services, such as construction/laying of roads, water lines drainage lines and arrangement for sewage disposal, horticulture and street lighting within the peripheral limits of the "Golf Green". Any charges presently payable for laying and providing external development on and outside periphery such as water, sewer, storm water drains, roads, electricity, horticulture etc. to be provided by Gateway Global or Local Development Authority or an other Government agency or local authority for any bigger zone, as determined by the Local Development Authority shall be paid by the Allottee to Gateway Global and/or concerned authority on demand. The Local Development Authority has determined the amount of External Development charges on gross area basis of the Colony which when pro-rated to the plotted area will be charged accordingly and is being separately charged in addition and recovered as set out in Schedule aforesaid. Any increase in External Development Charges or any other Govt. Levy or charges levied or demanded hereafter by the Local Development Authority or any other Govt. Agency per gross acre or otherwise shall be borne by the Allottee on the same pro-rata basis with other Allottee of said plot on the plotted area, arrived at on the aforesaid basis and provision to this effect shall be incorporated in the Sale/Conveyance Deed to be executed by Gateway Global in favour of the Allottee and shall be binding on the Allottee. Such pro-rata share of the Allottee, if any, shall be paid by the Allottee to Gateway Global in the manner demanded.
5. Gateway Global shall make endeavour to give/offer possession of unit to the Allottee within month (with the grace period of 6 month issue of this Provisional Letter of Allotment, subject to force major events. The Allottee shall take possession of the unit within 30 (thirty) days of the date of issuance of final notice of possession failing which the Allottee shall be deemed to have taken possession of the Unit. In such case Gateway Global shall not be responsible for any encroachment in the Unit occasioned due to failure of the Allottee to take possession within the stipulated time. Besides, holding charges Rs 5/- per sq. ft. per month in case of unit and the maintenance charges, as determined by Gateway Global and/or Maintenance Agency, shall also be payable by the Allottee.
6. (A) The layout plan of the "GOLF GREEN" on the basis of which this provisional allotment /agreement is made/executed is approved by MD Gateway Global shall mandated by any Govt. Authority/Body. Alteration may inter alia involve and/or include all or any of the following changes in the number of said unit, change in its boundaries, changes in its dimensions, changes in its area or change in alignment and/ any other change as may be decided in its discretion by Gateway Global. If there is any decrease in the area, rebate in the price for the decreased area will be allowed at the booking/registration rate at which the said unit was agreed to be sold. In case the particular unit is omitted or Gateway Global is unable to hand over the same to the Allottee for any reason other than those mentioned in the agreement, Gateway Global will be liable only to refund the actual amount(s) received by it from the Allottee towards the price and shall not be liable to pay any compensation or interest or other sums whatsoever. Similarly, if due to a change in the layout plan of the said "GOLF GREEN" a preferentially located unit ceases to be so located or an ordinary unit becomes a preferentially located unit before or after the registration of this agreement, then Gateway Global will be liable only to refund without interest, extra charges recovered for such preferential location or shall be entitled to recover the preferential charges for the preferential location, as the case may be.
- (B) The Allottee authorizes Gateway Global to effect suitable and necessary changes in the layout plan and size/location of the allotted unit, as may be deemed fit by Gateway Global owing to realignment of unit by Gateway Global or necessitated by any directions from statutory authorities in this regard. However, in case of any major change in the size of the plot resulting in more than 10% increase in area of the unit Gateway Global shall intimate to the Allottee in writing, the change thereof and the Allottee has to give his confirmation to the changes within thirty (30) days from notice failing which the Allottee shall be deemed to have given his consent to effected changes in area/location of the unit. The price for the increased area shall be the rate applicable on date of intimation of the increased area and the same shall be binding and payable by the Allottee. In case Allottee objects to the same, Gateway Global would try and accommodate, as far as possible and practicable, the Allottee to an alternate location.
7. At present, there is no subsisting notification, decision or order by the State Government or any other Government or Local Authority regarding acquisition or requisition or otherwise taking over of the area in which the unit is located. In case of any acquisition or requisition taking place hereafter, the same shall wholly be at the cost and to the risk of the Allottee, who shall still be bound to carry out and implement all the terms of this Provisional Letter of Allotment including as to payment of the installments due, and shall not be entitled to claim the refund (s) of the amt (s) paid by him. The Allottee however, will be entitled to claim and receive from Gateway Global along with other Allottees, the compensation on pro-rata basis as and when the same finally determined and received by Gateway Global. Also, if the Allottee at the relevant time has not made payment of any installment as stipulated in this Provisional Letter of Allotment and/or demanded by Gateway Global, then the installment thus due shall be adjusted from the amount of the compensation payable to him. Save as aforesaid, the Allottee shall have no other right or claim against Gateway Global.
8. The lawns/parks/other common areas in the " Golf Green " (other than that within the said unit) shall not be used by the Allottee for conducting any personal functions such as marriages, birthday parties social gatherings etc. If any common space is provided in any block for organizing meetings and small functions, the same may be used on cost sharing basis.
9. The Allottee(s) shall have no right, interest or title in the remaining parts of the block such as club, parking area, park, etc. except the right of ingress and egress in the common approach roads. The right of usage of complex facilities is subject to observance by Allottee of covenants herein and up to date payments of all dues and the Allottee abiding by all the terms and conditions for uses of common areas as may be stipulated by Gateway Global and/or the maintenance agency in this regard.
10. Even after Gateway Global offers the possession of the said unit, the Allottee shall not be entitled to demand possession of the unit agreed to be allotted unless and until the entire allotment price, maintenance deposit / charges and all other payments payable by virtue of this agreement

have been fully paid by the Allottee. The Allottee shall be liable to take possession of the said unit within 30 days of dispatch of written notice by Gateway Global to the Allottee intimating that the unit is ready for delivery of possession. If the Allottee fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the said unit shall be at the risk and costs of the Allottee.

11. Failure to take possession of the said unit shall not absolve the Allottee of his to pay maintenance charges etc. to Gateway Global. The Allottee shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such unit. In case the Allottee fails to take possession, holding charges @ Rs 5/- per sq. ft. per month in case of unit and the maintenance charges, as determined by Gateway Global/Maintenance Agency, shall also be payable by the Allottee.
12. The Allottee agrees and undertakes that he shall before or on taking possession of the said unit, have no right to object to Gateway Global constructing or continuing to construct other buildings adjoining the said unit. The Allottee agrees that in case at any stage further construction on the adjacent unit(s) becomes permissible under law and Gateway Global deciding to construct, Gateway Global shall have sole right to undertake such construction without any objection or claim or obstruction from the Allottee. Gateway Global shall always have right to alter the plans of the unit/adjacent unit without any objection or claim from the Allottee in any manner whatsoever. It is hereby specifically made clear and it will be deemed to be a part of contract between the parties that Gateway Global shall be entitled to break or demolish in full/part boundary walls and/or other constructions of Golf Green colony so as to make connecting road/s to adjoining land and colonies that Gateway Global may hereinafter at any time come to own either in its own name and/or jointly with other person/s, companies, etc. The underlying is that roads and/or buildings between Golf Green colony and other colony/ies that may come around Golf Green colony may all be inter connected with common passage and other facilities etc. In this connection the Allottee shall not be entitled to raise any objection of any kind or nature and decision of Gateway Global shall be final and binding.
13. The Allottee upon taking possession of the said unit, shall have no claim against Gateway Global and he shall be entitled to occupy the said unit without any interference but subject to the terms and conditions, stipulations and restrictions contained in this Letter of Allotment.
14. The Allottee may undertake charges/attention on his unit if so permissible under law but only after prior written intimation to Gateway Global. Allottee shall not be allowed to affect any of the following changes/alternation.
 - (A) Changes, which may cause damage to the structure (columns, beams, slabs etc.) on part of adjacent plots/house. In case damage is caused to an adjacent plot/flats/ houses or common area, the Allottee will get the same repaired at his own cost.
 - (B) Making encroachments on the common spaces around the said unit.
15. (A) The timely payment of instalments as per the Payment Plan as agreed by the Allottee which is annexed hereto as Schedule of Payment. 'Schedule-I' is the essence of this Letter of Allotment. If any instalment is delayed/not paid as per the payment plan, Gateway Global shall charge interest @ 24% per annum on the delayed payment for the period of delay. However, if the same remains in arrears for two consecutive instalments (in case of Time Linked Plan) or it remains in arrear for more than 30 days (in case of Down Payment Plan), the allotment will automatically stand cancelled without any further notice to the Allottee and the Allottee will have no interest, right, title, claim, lien, etc. whatsoever on the said unit. In such a case, the amount paid by the Allottee up to 20% of the Basic Sale Price of the unit, constituting the earnest money shall stand forfeited and the balance amount, if any, paid over and above the earnest money will be refunded to the Allottee without any interest on re-allotment of the said unit. However, under exceptional and genuine circumstances Gateway Global may but without being bound to, at its sole discretion, condone the delay in payment by charging interest @ 24% per annum and restore the allotment provided that the said unit has not been allotted to any third party and/or disposed of in any manner whatsoever at the absolute discretion of Gateway Global pursuant to such cancellation. In such a situation, an alternate plot, if available, may be offered by Gateway Global in lieu of the same.
 - (B) In case the Allottee, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case, 15% of the Basic Sale Price of the Unit, constituting the Earnest Money, will be forfeited and the balance, if any, be refunded by Gateway Global to the Allottee without any interest.
 - (C) The agreed basic sale price of the said unit as mentioned above is escalation free. However in case of escalation as a result of any notice, order, rule, notification of the government/court of law/public/competent authority or any other reason beyond the control of Gateway Global and any of the aforesaid events, Gateway Global shall be entitled to a reasonable escalation.
16. (A) In case of Allottee seeking transfer of the allotment, the Allottee shall be permitted to do so on submission of appropriate letter of request for transfer of allotment in favour of the prospective Allottee/person in whose favour the Allottee may seek transfer. The said letter of request would be duly signed by all the concerned parties and would be accompanied by a no objection letter/certificate/undertaking/affidavit from

the concerned Employer/Financial Institutions or Banks where the payment against the said allotment/booking was made by the Allottee by raising funds/loans from any Employer/Financial Institutions/Banks. The Allottee shall have to pay the present applicable transfer fee/charges and the administrative charges (as per the policy of Gateway Global which may be revised at the discretion of Gateway Global for affecting such transfer of allotment. Sub division of the said Plot shall however not be permissible under any circumstances whatsoever. It is hereby specifically made clear and agreed upon and shall be a condition binding upon the Allottee and each and every subsequent purchaser of property and assigns and legal heirs etc. as the case may be that transfer of ownership rights in the property shall always be subject to the condition that such assignment, transfer, etc. shall be with prior permission of Gateway Global and/or its successors-in-interest and it shall be mandatory and without this ownership rights cannot be in any manner transferred. The sum and substance is that transfer of property shall only be with prior permission of Gateway Global. Each and every transferee of property shall be bound by all terms and conditions agreed upon between the Allottee and Gateway Global.

- (B) It is specifically agreed upon between the parties that the Allottee or any person deriving title in the property as per terms contained in this letter of allotment and/or registered deed of conveyance to be executed shall not be entitled to project any "chajja" or balcony or a similar construction overlapping or coming on the road. Any and every kind of construction can be made only within the unit area and no further. The Allottee or any person(s) acquiring title in future shall not be entitled to make any type of encroachment on the road and at all times road(s) have to be kept free from any encroachment of any kind or nature.
17. The Allottee confirms that he has entered into this transaction with full knowledge and understanding of all the laws and notifications and rules applicable to this area, including terms and conditions contained/imposed by the concerned Government or Local Authorities and that he has familiarized himself with all the aforesaid and other agreements, arrangements etc. entered into by Gateway Global.
18. The Allottee confirms that he has satisfied himself about the interest and title of Gateway Global in the said unit and that he has fully understood all limitations and obligations in respect of it and there shall not be any further investigation or objection or requisition by the Allottee in this behalf. If, for any reason, whatsoever, the permission to parcel out the said land or any part thereof into plots or any part of it, granted to Gateway Global is/are cancelled or restrictions are imposed by any Authority or Court or other competent authority, then Gateway Global shall be entitled to challenge its validity and efficacy before the appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until their final determination by the highest Court or Tribunal or Authority as the case may be, the money paid by the Allottee, pursuance of this Letter of Allotment shall continue to remain with Gateway Global and the Allottee shall not ask Gateway Global for the specific performance of the terms of this Letter of Allotment and this Letter of Allotment shall remain in abeyance until the final determination /adjudication, as aforesaid. In the event of such cancellation/restriction order becoming final, if any compensation is paid or paid or promised by the Authorities, then the provisions of Clause 7 shall mutatis mutandis apply hereto. If no compensation is paid or promised to be paid, then Gateway Global shall refund to the Allottee the amount paid by him in six equal half-yearly instalments without any interest, less the pro rata expenses incurred by Gateway Global for the development of the land in meanwhile. Save as aforesaid, the Allottee will have no other claim of any nature, whatsoever, against Gateway Global.
19. The Allottee shall also pay to Gateway Global such charges as may be determined by Gateway Global and/or the Maintenance Agency appointed by Gateway Global for maintaining various services/facilities/amenities in the said unit including expenses incurred for making arrangements for sanitation, street light, area security, water supply and its distribution systems until the same are handed over to a Local Body for maintenance. In order to secure due performance of the Allottee in timely payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee shall deposit with Gateway Global as Interest free maintenance Security at the discretion of Gateway Global at the time of possession or at a later date upon the total area of the said Unit. In case of failure of the Allottee to pay maintenance bill or other charges on or before the due date, the Allottee in addition to permitting Gateway Global or maintenance Agency to deny the maintenance services also authorizes Gateway Global or Maintenance Agency to adjust maintenance security against such defaults in the payments maintenance bills. The Allottee further authorizes Gateway Global or Maintenance Agency to adjust the security amount bearing maintenance security against such defaults. If due to such adjustments in the security amount, falls below the agreed amount of the total area of the said Unit, then the Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by Gateway Global. Further, Gateway Global reserves the right to increase maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increase within fifteen days of demand by Gateway Global. If the Allottee fails to pay such increase in the interest free maintenance security or to make good the shortfall as aforesaid on or before its due date, then Allottee authorizes Gateway Global to treat the provisional allotment as cancelled without any notice to the Allottee and to recover the shortfall from the sale proceeds of the said unit and to refund to the allotment as cancelled without any notice to the Allottee and to recover the shortfall from the sale proceeds of the said plot and to refund to the Allottee only the balance of the money realized from such sale after deducting there from the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to interest bearing maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Allottee(s) and Gateway Global shall have first charge/lien on the said plot in respect of any such payment or shortfall/increases as there may be.

20. Gateway Global, its servants, agents, representatives and the personnel of Maintenance Agency, as and when constituted, shall have the right to access and ingress to the said unit and/or the building constructed thereon, at all relevant and reasonable time for the purposes of inspection, carrying out maintenance and necessary repairs and they shall have the rights of user, upkeep and maintenance of sewerage, electricity poles and wires, water channels in the entire locality for "Golf Green" even if they run through/across the unit allotted/belonging (as the case may be) to the Allottee at all times.
21. The Allottee is aware that what he is agreeing to purchase in the residential colony/township promoted by Gateway Global sensing the yearning in people for healthy living in an open and unpolluted surroundings. The Allottee is also aware that unless the open spaces/buildings in the "Golf Green" are maintained in a proper form and common areas and services are maintained, the full utility of the open spaces/buildings in the township cannot be made. The Allottee is also aware that in addition to utility, the reputation of Colony/township and their residents depends upon the maintenance and upkeep of the colony and buildings located therein; whose reputation has an ultimate effect on the environment and status of various occupants of spaces/buildings in the colony. It is for these, amongst other factors, that the Allottee has agreed to purchase the said unit on the specific understanding and undertaking that he will not make any unauthorized construction or make encroachments or obstructions in common areas/facilities/services or cause hindrance in the use and enjoyment of all common areas/facilities/services/communication area, no noise pollution by use of loudspeakers or otherwise shall be made and/or rubbish dust or refuse shall be accumulated or thrown away anywhere, save and except areas specially earmarked for the purpose in the "Golf Green". In case of default or contravention of this covenant, Gateway Global shall be at liberty to take such steps that may be necessary or requisite for remedying / abating the said default/contravention.
22. The said unit hereby agreed to be sold as part of a residential colony/township planned to be of high standards and it is in the interest of all Allottees/Occupiers that some safeguards be provided to prevent entry of unauthorized persons in the said residential colony/township including the common areas and facilities. To give an effective hand to Gateway Global or Maintenance Agency nominated by it, to deal with such unlawful entrants/loiterers/peddlers etc. and also to enable Gateway Global/Maintenance Agency in particular and Allottee/lawful occupants in general, to deal more effectively with the security of the residential colony/township and maintenance of order therein, it is considered necessary that entry be regulated. For this purpose, Gateway Global and/or Maintenance Agency shall be free to restrict the entry of any one into the residential colony/township whom it considers undesirable. The security services will be without any liability of any kind upon Gateway Global and/or Maintenance Agency. Security costs will be part of Maintenance Charges.
23. The cost of Electric Sub-station is not included in the aforesaid price and shall be payable by the Allottee in addition to price of the said unit as and when demanded by Gateway Global. The Allottee shall reimburse to Gateway Global such sum as may be demanded by Gateway Global for making arrangements for providing sewer and water connections from the mains laid along the road serving the unit. In case Gateway Global decides or is required by Electricity Authorities to provide bulk electric supply the Allottee will pay his proportionate share of electrification charges as determined by Gateway Global.
24. The Allottee shall directly apply to concerned authorities for his requirement of electricity at his unit. Gateway Global will however, assist the Allottee, in so far as legitimately possible, in pursuing the matter with concerned authorities.
25. Gateway Global may, in its sole discretion, appropriate towards the sale price of the said unit the amount received from the Allottee in any head/account and the appropriation so made shall not be questioned by the Allottee. The sale deed/conveyance deed shall, however, be executed only after the outstanding under all the heads are paid in full and all such outstanding shall be paid by the Allottee as and when demanded.
26. The Allottee shall abide by all Laws, Bye-laws, Rules and Regulations of the Local Authorities and shall be responsible for all deviations/violations or breach of any of the conditions of Rules and Regulations.
27. Nuisance, dangerous or offensive trade is not to be carried on the said unit, which may be in any way a nuisance, annoyance or danger to Gateway Global or owners/occupiers of any neighbouring property.
28. The Allottee shall ensure complete safety of material and the equipment kept in the unit, to be used or useable in the interior works undertaken by the Allottee and Gateway Global shall not be liable in case of theft, pilferage or misplacement of such materials or equipment.
29. Gateway Global shall have the first lien and charge on the said unit (including on any income/rent there from) for all its dues payable and/or that may thereafter become due and payable by the Allottee to Gateway Global under this Provisional Letter of Allotment.
30. Unless a sale deed or conveyance deed is executed and registered in the manner required by law, Gateway Global shall continue to be the owner of the said unit and all amounts paid by the Allottee under this provisional letter of Allotment shall merely be an advance payment for purchase of the said unit and shall not give him any lien or interest on the said unit until he has complied with all the terms and conditions of the Agreements and a sale deed/conveyance deed in respect of the said unit has been executed and registered in his favour.

31. Gateway Global shall execute the sale deed/conveyance deed and have it registered in favour of the Allottee within a reasonable time after receipt from the Allottee the full sale consideration and other dues detailed herein above and the full cost of stamp paper and registration charges etc. Provided that Gateway Global in its sole discretion may execute the Sale Deed at any time prior to the receipt of the full price and other dues, in that case even though the sale deed/conveyance deed may have been executed, but the possession will be given to the Allottee only when the Allottee makes payment of the balance price and all other dues as stipulated in this provisional Letter of Allotment. The sale deed/conveyance deed shall contain terms and conditions contained herein as such additional terms and conditions as are considered proper by Gateway Global. The Allottee shall not object to any such terms.
32. The Allottee shall bear and pay all taxes (or his share of it) whether levied now or in future on the lands and/or building(s), as the case may be, from the date of execution of this Provisional Letter of Allotment.
33. If any other charges (including but not limited to any cess, fee or levy) are imposed by the local/Central Government, municipal or other statutory authorities from the date of execution of this Provisional Letter of Allotment shall be borne by the Allottee for his unit.
34. The Allottee shall get his complete address registered with Gateway Global at the time of this Provisional Letter of Allotment and it shall be his responsibility to inform Gateway Global by registered A/D post about subsequent changes, if any, in his address, failing which, all notices and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach such address and the Allottee will be fully liable for any default in payment and other consequences that might occur there from. The address given in the application for registration of the said unit shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid.
35. The Allottee, if resident outside India, shall be solely responsible to comply with all the necessary formalities, as laid down in FEMA and/or any other applicable law or otherwise, including for remittance of payments and for acquisition of immovable property. The Allottee shall also furnish the required declaration on prescribed form.
36. Subject to the Allottee timely fulfilling all his obligation development of the "Golf Green" shall be made by Gateway Global in accordance with the terms of this Provisional Letter of Allotment and it pass on a clear title in respect of the relevant unit in favour of the Allottee.
37. In case there are more than one Allottees, all communications, demand notices etc. shall be sent by Gateway Global to the Allottee whose name appears first and at the address given by him, which shall for all purposes be considered as served on all the Allottees and no separate communication will be necessary to each one of the named Allottees and the Allottees have agreed to this condition.
38. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provision or of the right thereof to enforce each and every provision.
39. Acceptance of this Provisional Letter of Allotment by the Allottee constitutes the entire agreement between the parties and supersedes all pre-arrangements/agreements between the parties concerning the matter herein whether oral, written or implied, and any variation in any of the terms hereof, except under the signature of the Constituted Attorney/Authorized Signatory of Gateway Global, shall not be binding on Gateway Global.
40. If any provision of this Provisional Letter of Allotment shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purposes of this Provisional Letter of Allotment and to the extent necessary to conform to applicable law but remaining provision of this Provisional Letter of Allotment Agreement shall remain valid and enforceable in accordance with their terms.
41. In case of any dispute of any and every matter covered under this Provisional Letter of Allotment and all matters arising out of/touching and/or concerning this transaction/agreement, only the courts at Meerut alone shall have exclusive Jurisdiction.
42. For all intents and purposes, unless repugnant to or inconsistent with the subject, singular includes plural and one gender includes the other gender.
43. All disputes arising out of this Provisional Letter of Allotment between the parties shall be adjudicated by Sole Arbitrator in accordance with the Arbitration & Conciliation Act, 1996. The Managing Director of Gateway Global shall appoint the Sole Arbitrator whose decision shall be final and binding. The venue of Arbitration shall be Meerut.
44. This Provisional Letter of Allotment is being given to you in duplicate. You are requested to retain one copy for your record and copy may be returned to us with an endorsement that you specifically agree with the terms and conditions contained herein.

Yours faithfully,
For and on behalf of Gateway Global Buildwell Pvt. Ltd.

Authorized Signatory

Received the Provisional Letter of Allotment. I/We have read and contents have been explained to me/us and I/We have understood the above-mentioned terms and conditions and agree to abide by the same. In token of our acceptance we are herewith returning one copy of Provisional Letter of Allotment duly signed by us.

Authorised Signatory