

ALLOTMENT LETTER CUM AGREEMENT

ANSAL PROPERTIES & INFRASTRUCTURE LIMITED

115,ANSAL BHAWAN
16,KASTURBA GANDHI MARG
NEW DELHI-110 001

To,

_____.

Subject: Allotment of Apartment No._____, in Tower No._____, “ _____ ”, in Plot No. GH-01, Sector – ETA-II, Greater Noida, District Gautam Budh Nagar. U.P.

Dear Sir / Madam.

This has reference to your application dated ____ for Allotment of an apartment in “Celebrity Greens” proposed to be developed in Plot No. GH-01, Sector – ETA-II, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.

We are pleased to allot you Apartment no. _____ in Tower no. ____ on ____ Floor having a super area of approx. ____ sq. mt. / ____ sq. ft. in “ _____”, (**herein after referred to as “the Apartment”**) on terms and conditions as contained in this Allotment Letter cum Agreement. The said Apartment shall be transferred on sub-lease basis only after it has been completed in accordance with the sanctions and approvals as accorded by the Greater Noida Industrial Development Authority (**herein after referred to as “GNIDA”**)

The expression “Allotment ” wherever used shall always mean and signify “Provisional Allotment ” & will remain so till such time apartment is complete and a formal sub lease is executed in favour of the allottee(s).

That Ansal Properties & Infrastructure Ltd (hereinafter referred to as “the Developer”) is presently contemplating construction of Group Housing Project comprising of over ____ flats spread over approximately 188603.98 sq. mts land situated on Plot No. GH-01 in Sector- ETA-II in Greater Noida, District Gautam Budh Nagar, U.P. fully described in Annexure- ____.

That, the aforesaid land has been allotted to the Developer on lease for a period of 90 years vide Lease Deed dated 30.8.07 executed by GNIDA in favour of the Developer for setting up of a Group Housing Complex on the said land as per the plans due to be approved by the Competent Authorities. The said Lease Deed has already been registered with Sub Registrar Greater Noida, Gautam Budh Nagar, U.P. on 30.8.07 vide Volume I, Book No. 2413, Serial No. 10348, on pages 1 to 30.

DEVELOPER'S REPRESENTATIONS

That, the Developer has specifically made it clear that the lay out plan is tentative and is subject to approval of GNIDA. Any changes / directions / conditions imposed by GNIDA while approving the proposed tentative lay out plans, shall be binding on both the Allottee and the Developer. Further the Allotment of the Apartment is subject to alterations necessitated during the construction of the Apartment. The Developer in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position, preferential location, and boundary of the Apartment. If due to such change, there is any increase/decrease in the super area or an apartment becomes preferentially located, the revised price shall be calculated at the original rate at which the Apartment was booked and the Allottee shall be bound to pay the same.

ALLOTTEE'S REPRESENTATIONS

That the Allottee has seen and gone through the contents of the Lease Deed dated 30.8.07 and is fully satisfied that the Developer is authorized and legally and sufficiently entitled to register applications for Allotment of Apartments in the said complex.

That the Allottee(s) is aware that the Allotment of this residential apartment in the complex will be on sub-lease basis for a period of 90 years so as to coincide with the period of Lease Deed executed between the Developer and GNIDA.

That the allottee hereby undertakes to abide by all laws, rules and regulations and terms and conditions of the GNIDA and / or of the Uttar Pradesh Government, the local bodies, the U.P. Apartment Ownership Act or any other Law to be enacted by Competent Authority/Govt (Central or state) in future including the Lease Deed dated 30.8.07.

That the Apartment allottee has confirmed that he has full knowledge of all the laws, rules, regulations, notifications etc., applicable to the said land / Complex and also the Lease Deed dated 30.8.07 and has fully satisfied himself about the right, title and interest of the Developer in the said land / complex. Further, the allottee has clearly understood his rights, duties, responsibilities, obligations under each and every clause of this Agreement.

TERMS AND CONDITIONS FOR ALLOTMENT

CONSIDERATION :

The Allottee shall pay the consideration or one time sub lease consideration as follows:

Tower No./ Apartment No.	Super Area Sq. Mts./Sq. ft. (Approx)	Rate (Rs._ Per Sq. mt./Sq. ft. of Super area	Price for parking (Rs.)	Basic price (in Rs.)	Total Sale (in Rs.)

Parking Nos. (1) _____ (2) _____
(Tick whichever is applicable)

That, the Allottee(s) shall be provided with ___ no. of car parking space for exclusive use in the said complex, @Rs. _____/- (Rs. _____). Any additional car parking space shall be charged extra by the Developer at the then prevailing rate, which will be offered subject to availability. Further, the parking space so allotted shall stand automatically transferred along with the transfer of the Apartment.

That the Allottee has already paid a sum of Rs. _____ as part of booking / registration amount to the Developer, the receipt whereof the developer hereby admits and acknowledges.

That the Apartment Allottee agrees and undertakes to pay, any escalation in the price due to increase in super area, increase in external development charges, increase on account of additional fire safety measures undertaken, or increase in all types of securities to be paid by the Allottee, and all other increases in cost /charges, specifically provided for and / or any other charges which may be levied or imposed by the Government / statutory authorities from time to time.

That, the Apartment Allottee(s), having opted for _____ payment plan, has specifically understood and agreed to pay the total consideration as indicated in the Schedule of Payments set out in **Annexure -__**. Timely payment as per the payment plan is the essence of this agreement failing which the Developer has right to terminate/cancel this Allotment Letter cum Agreement.

That the consideration for the said Apartment shall be calculated on the basis of its super area as per **Annexure ____**. The term 'super area' Shall mean and include the covered area, verandah and balcony, inclusive of the area under periphery walls, area

under the columns and walls, area utilized for services, viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas. The Super Area is subject to change till the completion of construction. The total consideration shall be recalculated on finalisation of the super area. The Apartment Allottee shall have to pay or be entitled to the refund on the basis of increase or decrease in the Super Area.

That, save and except in respect of the Apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect of Complex, open spaces, common area and all or any of the same until those are taken over by the Apartment Owner's Association. The roof top rights of the Complex shall always be and deemed to be with the Developer and the allottee shall not claim any right, title or interest over any part of it.

That the possession of the common areas of the Complex shall remain with the Developer who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same until those are taken over the Apartment Owner's Association formed under the Apartment Ownership Act or under any other law for the time being in force.

That, developer apart from basic price, shall charge / fix Preferential Location Charges (PLC) for certain apartments in the complex and if Allottee(s) opts for booking of any such apartment, he/she shall be liable to pay such charges referred to as PLC and if due to change in layout plan or otherwise the said Apartment ceases to be Preferentially located, the developer shall be liable to refund only the amount of preferential location charges paid by the Allottee(s) without any interest or compensation.

That the payment of External Development Charges (EDC) shall always be solely of the Allottee in proportion to the super area of his/her respective apartment and shall be payable as and when demanded. The External Development Charges are not included in the price of the said Apartment. If such charges are increased (including with retrospective effect) after the execution of the sub lease deed then such charges shall be treated as unpaid consideration in respect of the said Apartment and the Developer shall have the first charge/ lien on the said Apartment for recovery of such charges from the Allottee.

That at present the fire safety measures in the Complex and the Apartment have been provided as per existing Fire Safety Norms. If, however, due to any subsequent central or local legislation(s)/ Government Regulations/ orders or Directives or guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Developer to undertake additional fire safety measures, it is consented by the Allottee(s) that he shall be liable to pay proportionate additional charges in respect thereof .

That the complex as well as the apartment shall be as per specifications annexed hereto as **ANNEXURE** ___ and the Developer may effect any change in such specifications, if required. The opinion of the developer's architect in this regard shall be final and binding.

That the consideration as specified above is inclusive of the cost of providing electric wiring and switches in the said premises, but does not include electric connection charges, service lines and fittings and fixtures, which shall be installed by the Apartment Allottee at his own cost. Electric connection charges will be charged extra and the amount payable will be inter alia to cover the cost payable to Greater Noida Electricity Board for the service connection, service lines, sub station equipment, cost of area under the subject installation and security deposit etc. The expenses will be charged in proportion to the area of Apartment. Similarly, cost of providing and installing fire fighting equipment / preventive measures in the building shall be charged additionally and paid for by the Apartment Allottee proportionately. The fire fighting charges will include the cost of Civil works concerning pump houses, underground and overhead tanks, pumping sets, tube well complete with pumping sets, allied electrical equipment & cabling / bus ducting, fixed fire fighting equipment, fire alarm and sprinkle system, horizontal / vertical compartmentation, refuge areas etc., as directed by the local authorities from time to time and as and required under National Building code as per requirements of applicable bye-laws.

That in case the Allottee wants to avail of a loan facility from his employer or financing bodies/Bank to facilitate the purchase of the Apartment applied for, the Developer shall facilitate the process subject to the following:

- i) The terms of the financing agency/Bank shall exclusively be binding and applicable upon the Allottee only.
- ii) The responsibility of getting a loan sanction and disbursed as per the Developer's payment schedule will rest exclusively on the Allottee. In the event of the Loan not being sanctioned or the disbursement getting delayed, the payment of the Developer, as per schedule, shall be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained in clause (i) as above.
- iii) In case of default in the repayment of dues of the financing agency /Bank by Allottee, the Allottee authorize the Developer to cancel the unit and repay the amount received till that date after deduction of Earnest Money directly to Financing agency/Bank on receipt of such request from financing agency/Bank without any reference to Allottee.

Payment of taxes, fees, cesses by Allottee

That all taxes, fees, levies, assessments, demands of charges, levied or leviable in future on the land / apartment / or any part of the complex shall be borne and paid by the Allottee (s) in proportion to the area of the apartment. In case such charges have been paid by the Developer, then the Allottee shall have to reimburse the same to the Developer as per his proportionate share on pro rata basis.

Earnest Money

That the amount paid by the Allottee either with the application or by way of installments, to the extent of 20% of the entire consideration of the Apartment, shall collectively

constitute the earnest money. This earnest money shall stand forfeited in case of delay in payment of installments and cancellation of Allotment Letter cum Agreement as well as non fulfillment of terms & conditions of this Allotment Letter cum Agreement.

Time is the Essence

That the timely payment of each installment as per the Schedule of Payments as given in **Annexure** __, along with other payments such as applicable stamp duty, registration fee, interest free maintenance security and other charges shall be the essence of this Allotment. It shall not be obligatory on the part of the Developer to send demand notices / reminders regarding the payments to be made. It shall be incumbent on the Allottee to adhere to the payment schedule and to comply with the same and / or other terms and conditions of Allotment Letter cum Agreement and Lease Deed dated 30.8.07.

Mode of Payment

That, the Allottee shall make all payments through A/c Payee Cheque(s)/ Demand Draft(s) in favour of "M/s Ansal Properties and Infrastructure Ltd." payable at New Delhi. For all payments, the date of clearance of the cheque shall be taken as the date of payment. In case any cheque tendered by the Allottee towards the payment is dishonored for any reason whatsoever, the same will call for an administrative handling charge of Rs. 5000/-. However, this shall not be deemed to be waiver of the Developers right to take any legal action as envisaged under the Negotiable Instruments Act or any other law.

Failure / Delay In Payment:

That in the event Allottee(s) fails to pay any installment(s) with interest within 90 days, from due date, the Developer shall have the right to cancel the Allotment and forfeit the entire amount of Earnest/Registration Money deposited by the Allottee(s) and the Allottee(s) shall be left with no right or lien on the said Apartment and the Developer shall be free to sell/deal with the same in any manner it deem fit. The amount paid, if any, over and above the earnest/ Registration money shall be refunded by the Developer without any interest after adjustment of interest after adjustment of interest accrued on the delayed payment(s), if any, due from the Allottee(s).

Adjustment of installments:

That the developer shall adjust the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Consideration of the Apartment.

That, however, in exceptional and genuine circumstances the Developer may at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 18% per annum and restore the Allotment in case it has not been allotted to some one else on the waiting list. In case it is allotted to some one else, an alternate unit, if available, may be offered in lieu of the same.

Schedule for Possession of the said Apartment

That the Developer, subject to force majeure, undertakes to likely to commence the work of development and construction of the proposed residential complex within ___ months from the date of sanction of building plans by the concerned authorities and shall complete the construction work within a period of ___ months from the date of commencement of construction and shall thereafter offer the possession of the said apartment to the Allottee.

That, if the completion of the construction of the complex is delayed by reason of Force majeure , or if non delivery of possession is a result of any statute, notice, Order, Rule or notification of the State/Central Govt. and / or authority (ies) delay in grant of Completion certificate or necessary approvals by the concerned authorities or for any other reason beyond the control of the Developer, then in any of the aforesaid events, the Developers shall be entitled to a reasonable extension of time for offering delivery of possession of the said apartment. Further, in all such eventualities, Developer reserves the right to alter or vary the terms and conditions of this Allotment Letter cum Agreement. If the situation so warrant, or keeping in view any Court's Order, the Developer may suspend the scheme for such period as it may consider expedient. The Allottee agrees not to claim compensation of any nature whatsoever during the period of suspension of the scheme. In case, the Developer has to abandon the project, the Allottee agrees to the cancellation of this Allotment and will be entitled to refund of amounts paid by him (after deduction of interest on delayed payments and interest paid, or any amount of non refundable nature) and the Developer shall be released and absolved from all its obligations and liabilities under this Allotment Letter cum Agreement, save as otherwise provided herein, the Allottee shall have no other right or claim of whatsoever nature against the Developer under or in relation to this Agreement.

That various blocks and towers comprised in the complex shall be ready and complete in phases and after the completion of each tower, possession of apartments will be handed over to the respective Allottee of that tower after obtaining part completion. The possession of the said apartment shall be offered and delivered to the Allottee after the construction is complete and when the Occupancy / Completion certificate for that tower has been received. The part / full building completion (occupancy) Certificate shall be obtained by the Developer and in case GNIDA require any alteration or correction, the same shall be carried out by the Developer and shall not be objected to by the Allottee. Any temporary, part or full occupancy certificate issued by the GNIDA shall also be included within the term 'Completion Certificate'.

Procedure for taking possession

That, the Developer, upon obtaining certificate for occupation & use from the GNIDA, shall offer in writing to the Allottee to take over, occupy and use the said Apartment in terms of this Allotment Letter cum Agreement within thirty (30) days from the date of issue of such notice provided that the Allottee has complied with all the terms and conditions, provisions, formalities, documentation etc. as may be prescribed by the Developer in this regard.

The Apartment Allottee shall be liable to pay the maintenance charges from the date of grant of the occupation certificate

Failure of Apartment Allottee to take Possession

That if the Apartment Allottee fails to take over the possession of Apartment within a period of 30 days from the date of final notice issued by the Developer, the Allottee(s) shall be liable to pay holding charges @ Rs. 5 per sq. ft. per month of Super Area. In case the Allottee fails to take the possession within the period of six months then the allottee shall have to pay the double of the holding charges so initially levied. The Holding charges shall be in addition to the amount payable by the Allottee(s) as his share of the Govt. or Municipal taxes, Maintenance or other Administrative charges, on a proportionate basis, as determined by the Developer or the Maintenance Agency, until the Allottee(s) has taken actual physical delivery.

Events of Defaults and Consequences

It is specifically made clear to the Apartment Allottee that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Allotment Letter cum Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Apartment Allottee, 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 as given in Annexure __ and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the Developer, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer to the Apartment Allottee under the terms of this Agreement, and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the Apartment Allottee obligation as in this Allotment Letter cum Agreement or fails to execute any deed/document/Undertakings/indemnities etc.
- iii) Failure to take over the possession of said Apartment for occupation and use within the time stipulated by the Developer in its notice.
- iv). Failure to execute the sub lease deed within the time stipulated by Developer in its notice
- v). Assignment of this Allotment or any interest of the Apartment Allottee in this Allotment Letter cum Agreement without prior written consent of the Developer.
- vi). Dishonour of any cheque(s) given by Apartment Allottee for any reason whatsoever.

- viii). Sale/transfer/disposal of/dealing with, in any manner, the reserved parking space independent of the said Apartment.
- viii) Any other acts, deeds or things which the Apartment Allottee may commit, omit or fail to perform in terms of this Allotment Letter cum Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Apartment Allottee agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Apartment Allottee.
- ix) Misrepresentation/concealment/fraud, suppression of material facts, or wrong statements.

Upon the occurrence of any one or more of event(s) of default under this Allotment Letter cum Agreement including but not limited to those specified above, the cancellation / determination of the sub lease may be exercised by the Developer, at its sole discretion and the entire money shall be forfeited and the possession of the demised premises may be resumed by the Developer. In the event of waiver / restoration being allowed or on account of any exceptional circumstances, restoration charges will be recovered in lump sum as applicable at that time. If the Developer elects to cancel this Allotment Letter cum Agreement, the Apartment Allottee shall have thirty (30) days from the date of issue of notice of cancellation by the Developer to rectify the default as specified in that notice. The Apartment Allottee agrees that if the default is not rectified within such thirty (30) days, this Allotment shall be liable to be cancelled without any further notice and the Developer shall have the right to retain, as and for liquidated damages, the entire money as specified in this Agreement along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Apartment Allottee agrees that upon such cancellation of this Allotment , the Developer will be released and discharged of all liabilities and obligations under this Allotment Letter cum Agreement and the Apartment Allottee hereby authorises the Developer that the Apartment and the car parking space may be sold to any other third party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit as if this Allotment Letter cum Agreement had never been executed and without accounting to the Apartment Allottee for any of the proceeds of such sale. In the event of the Developer electing to cancel this Agreement, any amount which is found to be refundable to the Apartment Allottee over and above the amounts retained as and for liquidated damages such as the earnest money, interest on delayed payments, any other amount of non-refundable nature, brokerage, if any, paid, etc. shall be refunded by the Developer only after realising such refundable amount on further sale/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Developer by registered post, the Apartment Allottee shall be left with no right, title, interest, claim or lien over the said Apartment and the car parking space in any manner whatsoever.

UP Apartment Ownership Act:

That, the Allottee(s) undertakes to abide by the laws, rules and regulations of UP Apartment Ownership Act Or any other Laws applicable earlier or made applicable hereafter to the said Apartment/ Complex. All notices, orders and other documents required under the terms of the Lease or under the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and / or any rule or regulations made or directions issued there under shall be deemed to duly served as provided under section 43 of the U.P. Planning and Development Act, 1973 as re enacted and modified by the Uttar Pradesh President's Act (Re enactment with modification Act 1974 Act No. 30 of 1974).

COMPLAINEE OF CONDITIONS OF LEASE BETWEEN GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY AND THE DEVELOPER

UNDERTAKING BY THE ALLOTTEE(S):

The Allottee(s) specifically undertakes to observe and comply with the terms and conditions of the Lease Deed dated 30.8.07 executed between the Greater Noida Industrial Development Authority and the Developer and in particular:

- i) To pay all rates, taxes charges and assessments called by whatever name for every description in respect of the Plot of land or building constructed thereon, assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances, the time of deposit for the payment due may be extended by the Greater Noida Industrial Development Authority but in such a case of extension of time an interest @ 18% per annum compounded quarterly shall be charged for the defaulted amount for delayed period.
- ii) In case the residential apartment is used other than residential use, a penalty extending up to Rs. 5000/- per day may be imposed by the Greater Noida Industrial Development Authority. However, the minimum penalty would be Rs. 50/- per day. This may also extend to cancellation of Sub-Lease Deed and re-entry by the Authority in the Apartment.
- iii) To obey and submit to all directions issued or regulations made by the greater Noida Industrial Development Authority now existing or hereinafter to exist.
- iv) To hold the said plot reserving to the Lessor: a) a right to lay water mains, drains, sewers or electric wires under or above the demised premises, if deemed necessary by the Lessor in developing the area. b) a right and title to all mines, minerals, coal, washing gold's, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be expedient for the purpose of searching and obtaining, removing, and enjoying the same without providing or leaving any vertical support for the surface of the plot()/flat or for the structure time being standing thereon.

TERMS OF GNIDA:

- i) That execution of the lease deed / sub-lease deed in favor of the allottee by the Developer/ GNIDA for transfer of the leasehold title of the unit, the allottee will be bound by the terms of GNIDA (the Lessor), including payment of lease rent, transfer charges, etc.
- ii) That all taxes or charges, present or future on land or building levied by any authority, from the date of booking, including the Lease Rent payable to GNIDA, shall be borne and paid by the allottee. One time lease rent, if paid, will proportionately be borne by the allottee.
- iii) That the Developer shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer, storm water, drains, roads, electricity outside the complex to be connected to the internal services are to be provided by GNIDA.
- iv) That all terms and condition of Lease Deed dated 30.8.07 between the Developer and GNIDA shall be mutatis mutandis applicable to the allottee.

EXECUTION OF TRIPARTITE SUB LEASE DEED

That the Developer shall execute the tripartite sub lease deed on the format approved by GNIDA and cause it to be registered in favour of the Allottee(s) after completion of construction of the apartment and after receipt from the allottee(s) of the full consideration and Interest Free maintenance Security deposit / or other dues and charges mentioned herein. In the tripartite sub lease deed, the Allottee shall be the Lessee, the GNIDA will be the Lessor and the Developer shall sign it as a confirming party. However, all expenses towards execution of Tripartite sub lease deed including any statutory charges, stamp duty, registration charges, miscellaneous or other additional charges, if any, payable under law or demanded by any authority shall be paid and borne by Allottee(s).

TRANSFER OF OWNERSHIP

That the transfer of the allotted lease hold plot shall not be allotted under any circumstances. However, the apartment may be transferred with prior approval of GNIDA/ Developer. The Apartment hereby allotted is by virtue of its design is not partitionable. The allottee agrees not to try and partition or divide it. It shall not be sold or transferred in part or as undivided interest, but only as one whole (single) unit. The car parking space and club membership will always go along with the ownership of the Apartment. In case the Allottee wishes to transfer his/her interest in the property hereby agreed to be allotted, shall always be bound by the terms and conditions of these presents. Transfer of the unit including rights as those of Allottee(s) herein, shall be done only after obtaining prior written approval of the Developer. Administrative charges as prescribed by the Developer shall be paid by the Allottee to the Developer at the time of the transfer. No charges will be levied on the 1st transfer by the Allottee and thereafter on every subsequent transfer of the said apartment in favour of any third party, at the

request of the Allottee a sum of Rs. _____ per sq. mt. will be charged as administrative charges by the Developer. Any change in the name (including additions/deletion) registered as Allottee with the Developer will be deemed as transfer for this purpose. The Administrative charges for the transfer of the unit amongst the family members (husband/wife/own children/ mother/ father and real brother/ sister) will be 25% of the normal Administrative charges for every transfer. Claims if any between Transferor and Transferee as a result of subsequent reduction / increase in the area or its location shall be settled amongst themselves i.e. Transferor and Transferee and the Developer will not be a party to the same.

Maintenance of the Apartment

That the Developer shall look after the maintenance and upkeep of the common areas of the Complex and facilities until these are handed over to some body Corporate or other agency appointed by the Developer for maintenance, upkeep, repairs, security, etc. of the Complex including the landscaping and common areas. The Allottee shall pay the maintenance charges @ Rs. _____ per sq. ft. for the Super area by the 7th of each English calendar month in advance. The Allottee shall pay interest free security deposit equivalent to ___ months maintenance Charges to the Developer or its appointed maintenance agency in advance before taking possession of the Apartment. The Maintenance charges are subject to increase from time to time and the Allottee agrees to pay the charges at the enhanced rate. In addition to maintenance charges, there will be contribution to the Replacement Fund. This fund is created with the object of providing for replacement or refurbishing of capital / maintenance equipment or for carrying major repairs to the plants and equipment, etc installed in the complex or towards any unforeseen contingency in future. Any delay in payments will make the Allottee liable for interest @ _____% per annum. The Allottee further unconditionally agrees that in event of non-payment of any charges within the time specified shall also disentitle the Apartment Allottee to the enjoyment of common services including lifts, electricity, water etc. and the Maintenance Agency shall be free to discontinue / disconnect the said services. The Allottee also undertakes and agrees to execute a separate agreement with the maintenance agency, and undertakes to comply with all the terms and conditions stipulated in the said maintenance agreement.

That the Allottee(s) undertakes to become a member of the Apartment Owner's Association as and when it is formed as per U P Apartment Ownership Act or any other Act for the time being in force and shall continue to pay maintenance charges as determined by the said Association from the date the complex is handed over to it.

That it is specifically agreed that only common services shall be transferred to the Association formed as mentioned above. Facilities like parking, shopping, club, storage space, servant rooms, swimming pools, central plaza, park, etc. shall not be handed over to the association and will be owned by the Developer and may be sold to any agency or Individual as the case may be on any terms and conditions as the Developer would deem fit.

That it is understood by the Allottee(s) that the internal maintenance of the individual Apartment and its insurance shall be the sole responsibility of the Allottee(s).

That the general watch and ward arrangement are proposed to be provided in the complex. Accordingly, the Developer /or Maintenance Agency appointed by the Developer shall have a free hand to restrict the entry of an outsider into the complex. Provision of such a watch and ward service would not create under any circumstances any liability of any kind upon the Developer / Maintenance Agency for any mishap caused by any miscreant.

That, it is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping the Apartment and the Complex secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Complex.

Club Membership

That, a sum of Rs. _____/- towards club membership fees shall be payable by the Allottee. This fee shall not include the charges towards the maintenance and facilities as well as annual subscription fees. Maintenance and Service Charges shall be paid extra / separately by the members as per the bills raised by the Maintenance Agency for which a separate maintenance agreement has to be signed between the appointed Maintenance Agency and the Allottee. The facility of club membership shall be available to the residents only. It is further made clear that the aforesaid membership fee is non transferable. In the event of transfer of apartment by the original Allottee, the transferee shall have to pay the membership fee as per prevailing norms at the time of transfer. Fresh membership fee shall be charged from the transferee in the event of every subsequent transfer.

That, in the event of default in paying Annual subscription fee or maintenance and service charges, the membership shall stand suspended, if the default continues for 15 days and the same shall stand terminated after expiry of 30 days of default without any notice and consequently the member shall not be allowed to enter the Club premises. However, the management of the club in its sole discretion may revoke the termination subject to payment of penal interest @18% p.a. over the arrears of dues

Electricity, water and sewerage Charges:

- i) That the Electricity, Water and Sewerage connection charges shall be borne by the Allottee(s).
- ii) That the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the developer.
- iii) That the Allottee(s) undertakes to pay additionally to the Developer on demand the actual cost of electricity, water and sewer consumption charges and / or any other charge which may be payable in respect of the said Apartment.
- iv) That the Allottee(s) undertakes to pay extra charges on account of external electrification as demanded by Noida Power Authority.

Right to enter in to the Apartment for repairs

That in addition to the Developer's and the maintenance agency's rights of unrestricted usage of all common areas and facilities for providing necessary maintenance services, the Allottee agrees to permit the Developer or the maintenance agency to enter into the said Apartment on any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Apartment above or below the said Apartment. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Developer shall be entitled to take such actions as it may deem fit.

Insurance of the said Building

That the structure of the said Building shall be insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Allottees and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but structures/goods inside each Apartment shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

Use of the said Apartment

The Apartment Allottee shall not use the said Apartment for any purpose other than for residential use or use the same in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Building/said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over, below, adjacent to the said Apartment or anywhere in the said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee hereby agrees/indemnifies the Developer against any penal action, damages or loss due to misuse for which the Allottee/ occupant shall be solely responsible. If the Allottee uses or permits the use of the said Apartment for any purpose other than residential, then the Developer shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment and the Allottee has agreed to this condition. While there is no bar to professionals such as lawyers, doctors, chartered engineers, architects, teachers, artists, consultants, etc. assuming residence and they may also use one room for their study but they shall not use this place for professional consultancy services.

Allottee's duty towards external façade of Apartment.

That the Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the building or anywhere on the exterior of the building or common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design of the apartment. The Apartment number plate and its location will be fixed by the Developer and shall not be changed to any other design. No advertisement or other signage shall be permitted at any place. Even professionals will not be allowed any additional name plate or advertisement.

Use of Terrace

That it is clearly understood and agreed by the Allottee that the Developer shall have unqualified and unfettered right to sell to anyone of their choice, the terrace above the top floor of Apartment building(s)/Complex subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the building(s)/Complex. The purchasers of such terraces shall be entitled to make use of the same for such purposes, as may be permitted by the Developer to which the Allottee or anybody representing to him/her shall have no objection.

General compliance with respect to the said Apartment

That the Allottee shall, after obtaining the possession of the Apartment shall be solely responsible to maintain the said apartment in a good shape and condition at his own cost and shall adhere to the following:

- a. Shall not do anything in violation of any rules and regulations pertaining to the said apartment, staircases, lifts, common passages, corridors, atrium, circulation areas,
- b. Shall keep the said Apartment its walls and partitions, sewers, drains and pipes in good tenatable repair and condition.
- c. Shall ensure that support and shelter of the building in which the said apartment is located is not in any way damaged or jeopardized,
- d. Shall ensure that ACs and coolers to be installed at specified places only,
- e. Shall not store any hazardous or combustible goods or place any heavy material in common passages or staircases of the building,
- g. Shall not remove any wall including load bearing wall of the said apartment.

Compliance of Laws:

That the Allottee(s) shall abide by the laws of the land, including the local laws and directions of the statutory authorities and terms and conditions of the Lease Deed dated 30.8.07. In Case any penalty or fine is imposed by any State/Central Government / statutory or other local authority for violation of any law by the Allottee(s), the same shall be paid by the Allottee(s).

The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement. In the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action and shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Allotment Letter cum Agreement, the Allottee agrees to intimate the same to the Developer through registered post.

Taxes and Levies:

That the Allottee(s) , if an income tax assesses, shall furnish his/her Permanent Account Number(P.A.N) or Form 60/61.

Right of the Developer to make additional constructions

The Apartment Allottee agrees and unconditionally authorises the Developer to make additions to or put up additional structures in/upon the said Building or Additional Apartment Building(s) and/or structures anywhere in the said Complex/any portion of Land as may be permitted by the competent authorities and such additional Apartment Building(s)/structures shall be the sole property of the Developer which the Developer will be entitled to dispose off in any way it chooses without any interference on the part of the Apartment Allottee(s), The Apartment Allottee agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on-the additional structures / stories with the existing electric, water, sanitary and drainage sources. The Apartment Allottee further agrees and undertakes that he/she shall after taking possession of the said Apartment or at any time thereafter, not object to the Developer constructing or continuing with the construction of the other building(s) / blocks outside/ adjacent to the said Building or inside the said Complex/said Portion of Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Developer, on the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this condition shall entitle the Developer to seek remedies provided under this **Allotment Letter cum Agreement** in cases of breach, non-payment, defaults etc.

Declaration :

The Developer shall file the declaration in respect of the complex in accordance with the provisions of the U.P. Apartment Ownership Act and cause the same to be registered as required by law.

Allotment not assignable

This Allotment or any right or interest of Allottee in this Allotment Letter cum Agreement shall not be assigned by the Allottee without prior written consent of the Developer which consent shall be subject to applicable laws and notifications or any governmental directions of GNIDA and further shall be subject to the terms, conditions and charges as the Developer may impose. The Apartment Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Apartment Allottee in violation of this Allotment Letter cum Agreement shall be a default on the part of Apartment Allottee entitling the Developer to cancel this Agreement and to avail of remedies as set forth under this Allotment Letter cum Agreement

Right to amend Annexures

The Developer further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the sub lease deed of the said Apartment, as deemed necessary by the Developer at its sole discretion.

Waiver not a limitation to enforce

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

Severability

If any provision of this Allotment Letter cum Agreement shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Allotment Letter cum Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Allotment Letter cum Agreement shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter cum Agreement.

Captions / Headings

The captions/headings in this Allotment Letter cum Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Allotment Letter cum Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Allotment Letter cum Agreement shall be

done by reading the various clauses in this Allotment Letter cum Agreement as a whole and not in isolation or in parts or in terms of captions provided.

Right to join as affected Party

The Apartment Allottee agrees that the Developer shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Apartment Allottee if the Developer's rights under this Allotment Letter cum Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Apartment Allottee agrees to keep the Developer fully informed at all times in this regard.

Indemnification

The Allottee hereby covenants with the Developer:

- a) to timely pay the amounts which he is liable to pay under this Agreement.
- b) to observe and perform all the covenants and conditions contained in this Agreement and Lease Deed dated 30.8.07
- c) to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement or lease deed dated 30.8.07.

Notices

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered Post/ courier / fax at their respective addresses specified below:

(Address of Allottee)

M/s.Ansal Properties and Infrastructure Limited
115, Ansal Bhawan, 16 K G Marg
New Delin - 110 001.

It shall be the duty of the Allottee to inform the Developer of any change in Address subsequent to the execution of this Allotment Letter cum Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Apartment Allottee.

Joint Allottees

That in case there are Joint Allottee all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Allottee.

Certain References

Any reference in this Allotment Letter cum Agreement to any one gender (masculine, feminine or neuter) includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof" or "thereof" or similar terms used in this Allotment Letter cum Agreement refer to this entire Allotment Letter cum Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

Arbitration

All or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter cum Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a Sole Arbitrator who shall be appointed by the Developer.

Applicable Law And jurisdiction

The Courts at Gautam Budh Nagar alone shall have the jurisdiction in all matters arising out of / touching and / or concerning this Agreement.

You are requested to carefully examine the terms and conditions of this Allotment Letter cum Agreement and sign the duplicate copy of this letter of Allotment Letter cum Agreement (on each page) in token of your acceptance of the terms & conditions stated herein.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Apartment Allottee(s)(including joint Allottees)

(1) _____

(2)._____

SIGNED AND DELIVERED by the within named Developer ANSAL PROPERTIES AND INFRASTRUCTURE Limited at New Delhi on _____ in the presence of:

WITNESSES:

1. Signature
 Name
 Address

2. Signature
 Name Address

ANNEXURE – I

LAY OUT PLAN

ANNEXURE-

SCHEDULE OF PAYMENTS

A) DOWN PAYMENT PLAN (WITH.....% DISCOUNT)

1. At the time of Booking%
2. Within 45 days from the date of Booking% (Less Down Payment Rebate)
(Less Down Payment Discount of%)
3. On offer of Possession%

B) CONSTRUCTION LINKED INTEREST FREE INSTALLMENT PLAN

1. At the time of Allotment . ____%
2. Within 60 days from the date of Allotment . ____%
3. Within 120 days from the date of Allotment . ____%
4. Within 180 days from the date of Allotment . ____%
5. On start of Excavation of Tower in which unit is booked. ____%
6. On start of Ground floor Roof slab of Tower in which Unit
is Booked . ____%
7. On start of Third floor Roof Slab of Tower in which Unit
is Booked. ____%
8. On the start of Sixth Floor Roof Slab of Tower in which
Unit is Booked. ____%

9. On start of Tenth Floor Roof slab of Tower in which Unit is Booked. _____%
10. On completion of Super structure Frame work. _____%
11. On completion of Brick Work. _____%
12. On completion of flooring tiles. _____%
13. On completion of Internal Plumbing & Wiring Works. _____%
14. At the time of offer of possession. _____%

C) PAYMENT SCHEDULE OF FIRE FIGHTING CHARGES, ELECTRIC CONNECTION CHARGES, POWER BACK UP CHARGES & EDC.

1. Within 1 Month from the date of Allotment . _____%
2. Within 3 Months from the date of Allotment . _____%
3. Within 5 Months from the date of Allotment . _____%
4. Within 7 Months from the date of Allotment . _____%
5. Within 9 Months from the date of Allotment . _____%
6. Within 11 Months from the date of Allotment . _____%
7. Within 13 Months from the date of Allotment . _____%
8. Within 15 Months from the date of Allotment . _____%

D) PAYMENT SCHEDULE OF CLUB MEMBERSHIP

1. Within 17 Months from the date of Allotment . _____%

E) PAYMENT SCHEDULE OF CAR PARKING

1. Within 19 Months from the date of Allotment . _____%
2. Within 21 Months from the date of Allotment . _____%

ANNEXURE

SPECIFICATIONS OF APARTMENTS

STRUCTURE

RCC-framed Structure : Designed as per Relevant BIS Seismic Code for earthquake resistance (Zone III).

FLOORS : Flooring with vitrified tiles

WALLS

Internal Wall : POP with Emulsion Paint.
External walls : Permanent External Paint

Kitchen : Granite Counter Top with two feet high dado in tiles with stainless steel sink.

Toilets : Seven feet high dado in tiles in toilets.
Good quality sanitary fittings and fixtures in toilet.

DOORS & WINDOWS : Furnished with Enamel Paint
Wooden Windows Frames and Shutter

ELECTRICAL : Concealed Copper Wiring

Modular electric switches.
EPBX & TV cable facility within campus

ANNEXURE –

BUILDING AMENITIES

1. Over 900 flats spread over Approx. 19 Bigha of land.
2. 73% open landscape area all around campus.
3. Peaceful and lush green environment free from city pollution.
4. Adjoining 300 ft. wide Kalwar road Jaipur-Jodhpur highway.
5. Secured campus with most modern security system and controlled entry.
6. Ample car parking
7. Recreational and community centre, yoga within the campus.
8. Kids pool within campus along with main swimming facility in Chancellor Club.
9. Large central Landscape court on 1.23 acre land along with individual parks between each block.
10. Chancellor's club facility.
11. Long jogging track within the campus.
12. Rain water harvesting.
13. Power backup for common lights, lifts, common facility.
14. Three high speed elevators in each block.