

**Application For Registration Of Project**

Annexure -

**Promoter** - Asteroid Shelters Homes Pvt. Ltd.

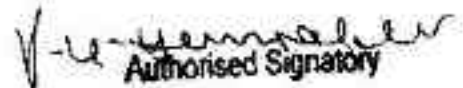
**Project** - Galaxy Diamond Plaza (Commercial)

**Performa of Allotment Letter**

**Declaration** - Construction/Development in the Project "Galaxy Diamond Plaza" have already started and simultaneously the process for the sale of different shops/units have also started in the Project.

Performa of "**Allotment Letter**" as executed between the Promoter of the Project & the Allottee till now (i.e. before registration of the Project under RERA) is attached herewith. Revised **Allotment Letter** with necessary changes as per RERA guidelines will be provided after notification of Model Agreement by Competent Authority.

**For Asteroid Shelters Homes Pvt. Ltd**

  
Authorised Signatory



Date: .....

- To,
1. Mr./Mrs/Ms. ....  
S/D/W .....  
R/o .....
2. Mr./Mrs/Ms. ....  
S/D/W .....  
R/o .....

SUB.: Allotment of Shop/Commercial Space in proposed Commercial Project 'Galaxy Diamond Plaza', situated at Plot no C-1A, Sector - 4, Greater Noida (West), District Gautam Budh Nagar, U.P.

Dear Sirs/Madam,

In response to your application we, **M/S Asteroid Shelters Homes Pvt Ltd.** a Company registered under the Companies Act, 1956 having its Corporate Office at H-175, Sec-63, Noida (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you Shop/Commercial space bearing No. .... on ..... Floor

Super Built-up Area: - ..... sq.ft. (..... sq. mtr.) approx.

Polyline Area i.e the R.C.C. Slab area of the shop/commercial space: - ..... sq.ft. (..... sq. mtr.) approx.

Common Area with the shop/commercial space: - ..... sq.ft. (..... sq. mtr.) approx.

Extra Area (If any) ..... sq.ft. (..... sq. mtr.) approx., in the proposed Commercial Project known as 'Galaxy Diamond Plaza' situated at **Commercial Plot no C-1A, Sector - 4, Greater Noida (West), District Gautam Budh Nagar, U.P.** at a Cost of Rs. .... (Rupees ..... Only) + service tax, as assessed and attributed by the Government of India, payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

**1 SQ.MTR = 10.764 SQ.FT.**

The construction is likely to be completed within 36 months from the date of sanction of plans + "Fit-Out Period" of 45 days.

**Note:** The Company will execute a sub-lease of super built-up area for the Shop/Commercial Space. The "Super Built-up Area" comprises of the polyline (P Line) area of the Shop/Commercial Space (i.e. the area of R.C.C. slab of said Shop/Commercial Space including walls, columns, beams, usable shafts, including balconies and terraces (covered or landscaped) with or without roof. The outer walls which are shared with another unit shall be computed at 50% and remaining outer walls shall be computed at 100%.

Further the proportionate common area of that particular Block in which the Shop/Commercial Space is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground and basement, atrium, overhead water tanks, machine rooms, mummies, garbage room, pump room etc.) and the proportionate common area of the project which includes, security rooms, maintenance room, common toilets at all floors, ramp, architectural features, generator room, electrical room, gas banks (if any) and other constructed common areas which are not separately charged.

Company

Signature of the Allottee(s)



**The following are not included in the Super Built-Up Area:-**

Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Weather Sheds, inaccessible flower beds, common open to sky terraces, and void like etc.

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

**Interpretation of some indicative terms**

**Applicant :-** means persons (s), applying for allotment of the said Shop/Commercial Space, whose particulars are set out in the booking application form and who has appended his/her signatures in acknowledgement of having agreed to the terms & conditions of the booking application form.

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

**Allotment Letter:-** Confirmation of booking of Shop/Commercial Space by the Company and an Agreement over a standard prescribed format of the Company, which is duly executed between the Company and Allottee(s).

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

**Shop/Commercial Space:-** The commercial unit /space in the project which is identified by a number & that number is also identifying the floor of that unit/space. "Said Shop/Commercial Space" shall mean the specific Shop/Commercial Space applied for by the Applicant in the Said Project, details of which have been set out in the Application.

**Area:-**

- a. **Area of land:-** Total Area of land over which the project is going to be constructed.
- b. **Super Built-up Area:-** The constructed areas of the shop/commercial space comprising of Poly line area of the Shop/Commercial Space and other constructed areas of common use.
- c. **Poly line Area:-** All constructed area of Shop/Commercial Space with or without roof (Covered or landscaped) including walls, columns, beams, balconies and useable shafts.
- d. **Common Area and Facilities :-** Means all facilities to be used by all Shops/Commercial Spaces, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electricity distribution system, control panels, installation area of transformer and DG set, water supply system, fire fighting system, sewerage systems, common toilets, rain water harvesting systems etc.
- e. **Independent Area:-** The Areas which are not included as common areas for joint use of Shop/Commercial Space and may be sold by the company/promoter without the interference of other Shop/Commercial Space owners.
- f. **Limited Common Area and Facilities:-** Those which are reserved for use of certain Shop(s)/Commercial Space(s) to the exclusion of the other Shop/Commercial Space.
- g. **Basic Cost of Shop/Commercial Space:-** The consideration amount for sub lease of Shop/Commercial Space inclusive of

Company

Signature of the Allottee(s)

other charges which are mentioned in the Booking Application Form and the Allotment Letter.

**Company:** That is M/S Asteroid Shelters Homes Private Limited., a company registered under The Companies Act, 1956 having its Registered Office at Unit No105, First Floor, Vardhman's Sidhant Shopping Plaza, LSC, Savita Vihar, Delhi - 110092 and Corporate Office at H-175, Sec-63, Noida.

**CREDAI:** Confederation of Real Estate Developers Associations of India, an independent association having its own Office Bearers and a code of conduct, which resolves the issues arising between the buyers and developers. It also has a cross check over the developers according to its code of conduct.

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

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- Strikes or lock outs, industrial dispute.
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, **court order** or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; or
- any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

**Layout and Plans:** The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular shop/commercial space.

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

**Maintenance Charges:** means the charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the Said Complex/Said Building as per the payment plan to the Company or to the Maintenance Agency at the prescribed rates on the super built-up area of the Said shop/commercial space, payable on monthly basis.

**Project:** - means Galaxy Diamond Plaza Situated at Commercial Plot no. C-1A, Sector - 4, Greater Noida (West), District Gautam Budh Nagar, U.P.

**Maintenance Agency:** - Means an independent agency which shall be duly hired/appointed by the company for the purposes of maintenance.

**"Taxes"** shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, State sales tax, Central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational

Signature of the Allottee(s)

Company





cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said shop/commercial space/Said Complex.

**WHEREAS** the commercial Plot No. C-1A, Sector - 4, Greater Noida (West) admeasuring 10235 sq.mt has been allotted to **M/s Asteroid Shelters Homes Private Limited** (herein after referred to as "**Company / ASHPL**") from the Greater Noida Industrial Development Authority (GNIDA) on lease hold basis vide registered lease deed dated 27.06.2013 duly registered with the Sub-Registrar Sadar, Gautam Budh Nagar District in Book No. 1 Volume No. 13594 on page Nos. 149 to 184 at Serial No. 15879 registered on 27.06.2013, for the development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses. GNIDA has also issued physical possession certificate dated 14.10.2013 in favour of ASHPL w.r.t. commercial Plot C-1A, Sector-4, Greater Noida, U.P. All terms and conditions contained in the registered lease deed dated 27.06.2013 shall also be applicable and binding over the applicants of commercial units in the commercial project.

And whereas the building plans of the proposed project **Galaxy Diamond Plaza** have been sanctioned by the GNIDA. The Project/complex will have shops/commercial units of different sizes and dimension on various floors therein along with common area. The intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the rights of the company in respect of the aforesaid project. The drawings and plans of the project have been displayed at the Site office/Corporate office of the company. As per the layout plan, it is envisaged that the shop/commercial Space in Commercial complex on all the floors shall be sold as an independent unit with impartial and undivided shares in the land area underneath plot.

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Company

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Signature of the Allottee(s)

**NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S) AS PER THE PAYMENT PLAN ANNEXED:**

- 1) That the building plans of proposed commercial project has been duly submitted/ sanctioned by the Greater Noida Industrial Development Authority (GNIDA). The project will have shops/commercial space of different sizes and dimension on various floors.
- 2) That the allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the company in respect of the aforesaid project. The drawings and plans of the project have been displayed at the site office of the project & the corporate office of the company.

**Note: The request for any change in construction of any type in the shop/commercial space will not be entertained.**

- 3) That as per the Layout Plan it is envisaged that the shops/commercial space on all the floors shall be sold as an independent shop/commercial space with impartial and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the shop/commercial space. The undivided share in the land will have the land area of the project in which the Shop/Commercial Space has been situated and the land area of the common use in the project. It is clarified that only the Shop/Commercial Space owner will have the undivided share in the land of that project. Therefore the land of the project is confined up to the undivided share of the Shop/Commercial Space owners of that project.
- 4) That the Allottee(s) is/are aware of and has/have knowledge that the building plans which are already sanctioned by GNIDA and agree that the company may make any changes, modification, alternations and additions therein as may be deemed necessary or may required to be done by the Company, the Government/GNIDA or any other local authority or body having jurisdiction. As per the prevailing Building Byelaws of the GNIDA, the F.A.R. (Floor Area Ratio) of the project presently is 4.00 for the Commercial Complex which comprises of fixed nos. of commercial units. Also, in the eventuality of change in extra FAR whatsoever, the company shall have the right to explore the terrace to achieve the enhanced FAR. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment letter and terms & conditions contained herein, the consent/no objection of the allottee(s) shall be presumed to have been obtained for all times.
- 5) That the consideration is for the total area of the said shop/commercial space which will be sub-leased, as mentioned herein the property known as 'Super Built up Area'. That all other rights excepting what have been mentioned including easement rights, open spaces, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever state above. That the dimensions shown in the brochure, map or any other document has been calculated on, unplaster brick wall to brick wall basis. The Company can sub lease the vacant shop(s)/commercial space or the complete Block of the shop(s)/commercial space as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whatsoever.
- 6) That the amenities like Road, Electricity, Sewer and Water supply etc shall be provided by the GNIDA/Authority Concern up to the boundary of the said project. The company will carry forward all the above mentioned amenities within boundary of the said project. The delay in providing the above said facility on the part of the GNIDA/ Authority/Any other Government Authority Concerned shall not be considered as the delay on part of the company.
- 7) That the schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).

Signature of the Allottee(s)

Company



**Note: In case reissuance of allotment letter is required/requested by the allottee(s) for any reason, the company has sole rights to reissue it or reject the application of reissuance. In case if it is reissued, it shall attract a fee of Rs. 10000/- as administrative charges which shall be payable by the allottee(s) in advance.**

- 8) That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s). Any separate demand letter for the installment falling due may not be sent by the company and that shall neither be claimed as a right by the intending allottee(s) nor duty/obligations towards the company.
- 9) That the allottee(s) and their family members have a right to visit and inspect the premises during the course of construction but while deriving this right, the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit on account of any accident that may occur at the time of inspection during constructions or after constructions with the purchaser or any of the family member accompanying him/her.
- 10) That the allottee & co-allottee (if any) will have equal share in the shop/commercial space and in case of death of any of them, the booking will continue only after providing a death certificate, certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank, if availed a loan. Similarly in a divorce case or where a dispute arises between the allottees, booking will continue only after providing consent in writing by all the allottee(s) and No Objection Certificate from the concerned bank.

The interest for the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances, there will be a time limit of maximum up to two months; there after the company may cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in case of such cancellation, there will be a deduction of 10 % of the basic cost of the shop/commercial space. For the refund in above said cases, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee(s).

- 11) That the installments towards payment of the shop/commercial space will become due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form. In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s), the allotment will be cancelled and 10% of the basic cost of the shop/commercial space will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however in exceptional circumstances, the builder may, in its sole discretion condone the delay in payment by charging interest @ 18% per annum. In the event of the builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter/intending allottee(s). In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretion condone the delay in receipts of payment by enhancing the cost of the shop/commercial space (as per the prevailing rates) or charge interest @ 18% per annum.
- 12) That in case of any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting in upto 2% change increase / decrease in the super built-up area of the commercial unit, the consent for the said change is not required from the applicant(s) as the consent is deemed to be there and the company will neither charge additional amount nor make any refund to the applicant(s) for such 2% increase or decrease respectively in the super Built-up area of the commercial unit.

However, if there is any major alternation/ modification resulting in more than 2% change in super built-up area of commercial unit in the commercial complex, anytime prior to and upon the offer of possession of the commercial unit in the commercial complex, the company will intimate to the applicant(s) / allottee (s) in writing about the said changes thereof and the change in the cost. The applicant(s) /allottee(s) shall have to give his /her /their written consent or objection within 30

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Company

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Signature of the Allottee(s)



days from date of such notice about the changed cost and no charges whatsoever in the construction place will be made / entertained by the company.

In case the applicant(s) / allottee(s) fails to give his/her/their written consent and/or objections for such change, then the booking / allotment shall be cancelled and the company shall refund the money received from the applicant(s) / allottee(s) after forfeiting the 10% of Basic Sale Price and PLC and the balance amount shall be refunded without any interest. In case the applicant(s) / allottee(s) give his/her/their written consent, then the company shall refund the reduced cost to the applicant(s)/allottee(s). In case the applicant(s) / allottee(s) gives his/her/their written consent, then the enhanced cost would be payable by him/her/them within a period of 30 days from the date of written consent sent by the applicant(s) / allottee(s). **It shall always be clear that any alteration / modification resulting in more than  $\pm 2\%$  change in the super built up area of the shop/commercial space, then the demand or refund shall be applicable for the entire area eg. : for the area increased/decreased over the initial offered area.**

- 13) That if for any reason whether within or out of the control of the company whole or part of the scheme is abandoned then no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.
- 14) That the construction of the project is likely to be completed as early as possible, the following can affect to that, regular and timely payments by the allottee(s) availability of building material etc. any dispute with the contractor, change of laws by Government/ local authorities/any court order/force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
- 15) That the construction could be completed prior to the date given in the allotment letter. In that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever.
- 16) That a written intimation for completion of shop/commercial space will be sent to the allottee(s) and a "Fit-Out-Period" of (45 Days) will commence from the date of "Offer for Possession". The said "Fit out Period" is in order to facilitate the allottee(s) to comply with the requisite formalities viz. obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touch like final touch of paint will be done during said "Fit out period" and after the registration of sub lease deed of the shop/commercial space only. After the registration of sub-lease deed, the allottee(s) shall be considered as the owner(s) of the shop/commercial space. The final touches will take 20 to 30 days for an individual shop/commercial space and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- 17) The final touches to the shop/commercial space shall be given after the registration of sub lease deed and the consent of the allottee(s) shall be presumed once the keys of the shop/commercial space were given for the final touches. The allottee(s) have to take over the keys back after completing the job of final touches and on the date which would be confirmed to the allottee(s). In case the allottee(s) delays in taking over the keys back after the confirmed date, then company shall not be responsible for doing again any job in regards to the final touches. The monthly maintenance charges shall be payable by the allottee(s) even when the keys of the shop/commercial space were not been taken back.
- 18) That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touches do not remain left, then the final touches will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter 'offer for possession'.
- 19) That if there is delay in handing over the possession of shop/commercial space beyond 6 months from the proposed agreed date of possession due to any reason(s) which were within the control of the company, then the company will pay to the allottee(s) delayed possession charges @ Rs. 20/- per sq. ft. per month for the super built-up area of the shop/commercial space for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa the penalty of Rs. 20/- per sq. ft on delay in

Company

Signature of the Allottee(s)





taking of possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not proceed with the requisite compliance as per the letter of "offer for possession". The holding/waiting period where the allottee has not taken the possession will be computed from the date of letter vij "offer for possession" & the holding and wait period shall have a maximum limit of 3 months, thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and after deducting the said charges for holding/waiting along with the maintenance dues and deduction of 10 % from the basic cost of shop/commercial space shall also be applicable as per the terms & condition of the company. That in all the case of refund where a loan was availed for the said unit in shop/commercial space, the loan dues will be refunded to the bank/financial institution first thereafter the balance amount (if any) will be refunded to the allottee(s).

- 20) That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
- 21) That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items.
- 22) It is hereby agreed/understood and declared that the Sub lease Deed of the shop/commercial space shall be executed and registered in favor of allottee(s) after the shop/commercial space has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub lease Deed/ registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges. These fee and charges shall be borne and paid by the allottee(s).

The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, Stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).

- 23) That until a Sub lease Deed is executed and registered; the company shall continue to be owner of the Shop/Commercial Space. The allotment shall not give any right or title or interest therein to the allottee (s) even though all the payments have been received by the company. It is further clarified that the company is not constructing a Shop/Commercial Space as a contractor to the allottee(s). On the other hand, company is constructing the Project as its own as a promoter, the sub lease will be affected after the actual construction/finishing of the Shop/Commercial Space and by way of an executed sub lease Deed. The Company shall have first lien and charge over the Shop/Commercial Space for all its dues that may/become due and payable by the allottee(s) to the company.
- 24) That after taking possession of Shop/Commercial Space, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of Shop/Commercial Space or any other ground whatsoever.
- 25) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
- 26) That the allottee(s) after possession shall comply with all the mandatory requirements and compliances of the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Gov./ Govt. of India and of the Maintenance Agency (as and when the Maintenance Agency formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach

Company

Signature of the Allottee(s)

of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the Shop/Commercial Space. The Shop/Commercial Space shall be used for the commercial purpose only, other than those prohibited in clause (35) of this Agreement.

- 27) That there will be designated/specific spaces for display boards/advertisement that will have the sole ownership of the company.
- 28) That single point electric connection will be taken for the Project from the Noida Power Company Ltd and the electricity will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted by him/her/them in the application. All expenses towards installation of electric meter and other connected charges will be borne by the intending allottee(s).
- 29) That the allottee(s) can also avail Power back-up facility as opted by him/her in the application. One KVA Power Backup will be mandatory on payment of **Rs. 25000/- (Rs. Twenty Five Thousand only)** per KVA. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

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

- 30) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/Shop/Commercial Space of the said Project. However, the sub lease deed in respect of Shop/Commercial Space in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.
- 31) That if any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. are assessed and attributable to the company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "M/S. K. Raheja Development Corporation" V/s State of Karnataka Case decided by the Honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities, till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and undertaken to indemnify and keep harmless to the company at all times.
- 32) That the rate for Electricity and Power Backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company.
- 33) That the supply of electricity will be disconnected after a notice of 15 days in case of nonpayment of Monthly Maintenance Charges or any other dues payable by the allottee(s)/owner(s), theft of electricity, misuse of electricity.
- 34) That the allottee(s) has/have to pay non-refundable Interest Free Maintenance Security (IFMS) to the company @ Rs. 100/- per sq.ft. Of the Super Built-up Area. This Security amount Same will be transferred to the Maintenance Agency of "Galaxy Diamond Plaza" at the time of handing over the maintenance by the Company to the Maintenance Agency.

That the allottee(s) also has/have to pay Monthly Maintenance Charges to the Company/ Maintenance Agency and these charges ( Rate Per Sq.ft of the super build up Area) will be decided by the company at the time of offer of possession. These Monthly Maintenance Charges shall be taken through the Electricity Meters and will be utilized for electricity expenses of common area, cleaning, and Maintenance of lifts , roads, security and other amenities falling under the common use and

Company

Signature of the Allottee(s)



for the common area of the projects " GALAXY DIAMOND PLAZA. The Rates of Monthly Maintenance Charges can be realized by the Company/ Maintenance Agency even after possession of the shop/commercial space is handed to the allottee(s).

**Note: NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of shop/commercial space by the shop/commercial space owner otherwise the subsequent buyer will not be allowed.**

35) That the use of the unit is not allowed for the following purposes even after the sale deed

- 1) Fresh Meat/Flesh/chicken or any other kind of non-vegetable shop.
- 2) Storage of any chemical/hazardous material prone to fire/leakage.
- 3) Service station of any type of automobile.
- 4) Trading of building materials or any other commodity which are required to be stocked outside the shop area.
- 5) Atta chaki,

36) That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/ State Govt./maintenance agency nominated by ASHPL and shall be responsible for all deviations or breach of any of the conditions of law/bye laws or rules and regulations after completion of the complex. The shop/commercial unit shall be used for the purpose for which it is allotted.

- a) That the shop/commercial unit shall not be used for any purpose which may or likely to cause nuisance to the allottee(s) of other shop/commercial units in this complex or to crowd the passages to use it for any illegal or immoral purpose.
- b) That the shop/commercial shall be used for activities as are permissible under the law.
- c) That the allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item or any part of the complex or other shop/commercial unit if it occurs due to his/her/their malfunctioning or willful act.

Any type of encroachment, construction, blockage in the entire Project including passages, roads, lobbies, roof etc. shall not be allowed to the Shop/Commercial Space's owners or associations of Shop/Commercial Space's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party.

Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of Shop/Commercial Space, signboard, publicity or advertisement material outside the Shop/Commercial Space or any were in the common areas shall not be permitted. Any type of change inside the Shop/Commercial Space which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.

37) That at the time of handing over the maintenance of the Project to the Maintenance Agency, the following will be handed over to the Maintenance Agency, all existing lifts, corridors, passages, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, lift rooms at terrace and other area falling under the common area.

**Note: - All the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the company and all right are reserved with the company for the said areas.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of the Allottee(s)



- 38) That the contents of each shop/commercial space along with the connected structural part of the project shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. The company after handing over the possession of a particular shop/commercial space shall in no way be responsible for safety, stability etc. of the structure individually / collectively. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the project.
- 39) That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence. Demand letters/notices and letters posted at that address (if change in address did not intimate) will be deemed to have been received by the intending allottee(s) and the company shall not be responsible for any default.
- 40) That in the event of any dispute whatsoever arising / connected with the allotment of the said shop/commercial space, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. The said allotment is subject to Arbitration by the designated Committee of Arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Noida (U.P) India. The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

**Log on to CREDAI (NCR) at [www.credaincr.org](http://www.credaincr.org)**

- 41) In case of NRI allottee(s), the observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- 42) That the basement spaces as per the permissible usage can also be allotted by the company for the purposes like storage spaces etc.
- 43) That the intending allottee(s) will have to allow sweepers/maintenance staff to enter his/her/their Shop/ commercial space for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Shop/ commercial space or any other shop/commercial space.
- 44) Overriding effect: In the event of any inconsistency between the documents of allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the document of allotment shall prevail.
- 45) That the following Annexure are annexed herewith which are also being the part of this allotment letter.

a) Payment Plan

b) \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of the Allottee(s)



I/we have fully read and understood the terms and conditions mentioned herein above and the terms and conditions of the scheme brochure code RTS-01/2010(I) and the lease deed executed in favor of the company by the GNIDA. All shall be abide by and binding over me/us. It is clear to me/us that for any change in layout; my/our written consent is required as per the law. I/We hereby give consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

For Asteroid Shelters Homes Pvt. Ltd.

Authorized Signatory

Signature of the Allottee(s)

Witnesses:-

1

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.....

.....

2

.....

.....

.....

Company

Signature of the Allottee(s)

## **Specifications**

### **Flooring**

- Vitrified Tiles Flooring in every unit

### **Walls**

- Plastered partition wall

### **Electricity**

- One electric single point inside the unit

### **Flooring of Common Corridor**

- Tiles/Marble Stone in Common Corridor/Common Area

### **Doors**

- Tuffen glass door with lock & handle

### **A/C**

- Water cooled split A/C in retail shop
- Air cooled split A/C in office space & studio

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of the Allottee(s)