

The stamp paper of Rs. 100/- forms Part & Parcel of the Allotment Letter issued by **M/s TRIDENT INFRAHOMES PVT. LTD.** (CIN NO.: U70200DL2010PTC209005) (PROMOTOR RERA REGISTRATION NO. UPRERAPRM1568) [PROJECT RERA REGISTRATION NO.: for Phase-1(Tower A,B,C,D,E&F,) (UPRERAPRJ6457),Phase-2 (Tower G,H & I)(UPRERAPRJ6476) and Phase-3 (Tower J,K,L& Commercial) (UPRERAPRJ6492)], A Company incorporated under the Companies Act, 1956 having its **Regd. Office at 310,Prakash Deep Building, Tolstoy Marg, New Delhi-110001 and Corporate Office at H-58, Sector-63, Noida – 201301**, hereinafter referred to as the **COMPANY**, which expression shall its assigns and successors etc. unless the subject and context requires otherwise of the one part, in favour of

MR _____ S/O MR _____
 &
 MRS _____ W/O MR _____
 R/O _____

(Hereinafter referred to as the ALLOTTEE, which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise) of the other part.

For

Apartment No.: _____; Type. **MIG (3 BHK+ 2 Toilet)**; Floor. ____TH ; Block.: **Tower-__**;
 Saleable/Leasable Area.: _____ **sq.ft.**; Built-up Area.: _____ **sq.ft.**; in the project known as
TRIDENT – EMBASSY situated on PLOT No.- GH-05B SECTOR-1, GREATER NOIDA WEST.

Date : _____

TRIDENT INFRAHOMES PVT. LTD.**ALLOTMENT LETTER**

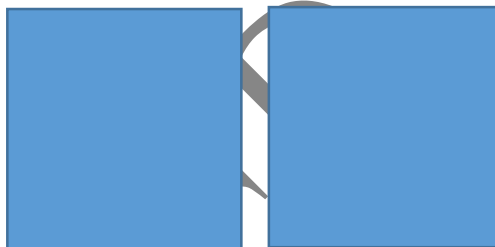
To,

MR _____ S/O MR _____

&

MRS _____ W/O MR _____

R/O _____



Dear Sir / Madam,

This is with reference to your request and application no. _____, dated _____ with **M/s TRIDENT INFRAHOMES PVT. LTD.** (CIN NO.: U70200DL2010PTC209005) for having its **Regd. Office at 310, Prakash Deep Building, Tolstoy Marg, New Delhi-110001 and Corporate Office at H-58, Sector-63, Noida – 201301** (hereinafter referred to as the Company) for allotment of a residential Apartment in **TRIDENT – EMBASSY at PLOT No.- GH-05 B, SECTOR-1, GREATER NOIDA WEST.**

We are pleased to inform you that we have allotted you an Apartment in **“TRIDENT – EMBASSY”**, situated at PLOT NO. - - GH-05B, SECTOR-1, GREATER NOIDA WEST as per detail below.

This allotment is subject to the terms and condition detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document.

APARTMENT DETAILS:-

Type: **MIG (3 BHK+ 2 Toilet)**; Floor. _____TH ; Block.: **Tower-**_____; Saleable/Leasable Area.: _____ **sq.ft.**; Built-up Area.: _____ **sq.ft.**; in the project known as **TRIDENT – EMBASSY** situated on **PLOT No.- GH-05B, SECTOR-1, GREATER NOIDA WEST** (hereinafter referred to as “The Apartment”).

Company

Allottee(s)

COSTING INFORMATION

FFC	FOC
LEASE RENT	FOC
POWER BACK UP	1 KVA FOC
EEC	FOC
PLC	N.A.
IDC	FOC
Basic	/-
CLUB MEMBERSHIP	FOC
Stilt Covered Car Parking	/-
IFMS@ 35PSF	N.A.
Total	/-

Amount in words (FORTY SEVEN LAKH SEVENTY THREE THOUSAND SIX HUNDRED SIXTY FIVE ONLY)

Note: - FOC means “Free of Cost”

(The Allotment Letter is subject to realization of the booking amount cheque/draft)

PAYMENT PLAN: Down payment Plan

Milestone Name	Percentage	Amount (Rs.)
At the time of Application	10% of Total Cost	/-
Amount due on	5% of Total Cost	/-
Amount due on	80% of Total Cost	/-
On Offer of Possession	5% of Total Cost	/-
		PLUS OTHER CHARGES

Note: - GST/Taxes will be payable extra, as per applicable rates

WHEREAS TRIDENT INFRAHOMES PVT. LTD. (hereinafter referred to as a ‘Company’) has acquired the plot of land admeasuring 30,480 Sq.mtr. being PLOT No.- GH-05B, SECTOR-1, GREATER NOIDA (WEST,) U.P. (hereinafter referred to as ‘said Plot’ which has duly been registered with the Greater Noida Industrial Development Authority and has taken physical possession of the said Plot from Greater Noida Industrial Development Authority.

AND WHEREAS keeping in view the terms other Sub Lease Deed of the said Plot, the Company has planned to develop the project named as “TRIDENT – EMBASSY” on the said Plot as per the building plans approved or to be approved by the Greater Noida Industrial Development Authority.

Company

Allottee(s)

AND WHEREAS the Company is authorized for construction of Group Housing on the said Plot and also entitled to allot the dwelling units on sub lease basis to their Allottee(s) and also provide space for certain facility.

AND WHEREAS the intending Allottee(s) has/have seen the title documents and other relevant papers between the Greater Noida Industrial Development Authority and the Company pertaining to the said plot has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of plot subject to all laws and undertakings given by the Company to the Greater Noida Industrial Development Authority. The Company has right to develop and construct the Apartments on the said Plot and has also right to allot the Apartments of different sizes and dimensions in favour of their Allottee(s).

AND WHEREAS saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim, or right of any nature or any kind of whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space not allotted to him/her/them, which shall all remain the property of the Company for times unless the Company decides to dispose them off, but subject to right of the Allottee(s) as mentioned hereinafter.

AND WHEREAS the Apartment on all floors shall be allotted as an independent Apartment as per the prevailing by laws. The Allottee(s) shall not be permitted to construct anything on the terrace in case of any change in the F.A.R and carry out construction of further Apartments in the eventuality of such change in the F.A.R with consent of allottees.

SINCE IT IS a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases. As such the allottee(s) must take the possession of the apartment as soon as it is made available for the possession.

AND WHEREAS there would be no price escalation for the booked apartment.

AND WHEREAS the intending Allottee(s) is/are aware of and has/have knowledge that the proposed plans of multi-storied building/tower/block are tentative and agreed that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company or the Greater Noida Industrial Development Authority or any other Local Authority or Body having jurisdiction with consent of allottees. NOTE RS - As per Sec 14(ii) of RERA act requires 2/3rd consent of allottees in case of deviation from original sanctioned plans/layout plans. Blanket Consent of Allottees is not treated as a consent as per the Bom. HC Judgment in the case of Madhu Vihar Co-operative housing society vs Jayantilal Investment and Ors.

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee(s) has/have agreed to acquire from the Company a residential apartment to be constructed in the multi-storied

buildings/towers/blocks on the said Plot to be known as TRIDENT – EMBASSY. The Leasable Area is subject to change up to the maximum limit of +5% which is chargeable / refundable at the same rate.

AND WHEREAS the Company has allotted the said Apartment in multi-storied buildings/towers/blocks in the said Project known as “TRIDENT – EMBASSY” on the said Plot to the Allottee(s) and the allottee(s) has/have agreed to acquire the same.

AND WHEREAS the lease consideration is for the total area of the said Apartment, as mentioned herein above property known as “Leasable-Area”, which comprises the built up area (including walls), areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and carry out further construction in case of any change in the F.A.R, club, open spaces, parks, parking (excepting what has been allotted to the Allottee(s) by this letter or tot-lots, public amenities, shopping centres and other facilities and amenities will be the sole ownership of the Company who will have the authority and power to use and/or transfer the same in any manner whatsoever.

1. (a) That in case the allottee(s) wants to avail a loan from bank/financial Institution or his employer to facilitate the acquirer of the Apartment applied for, the Company shall facilitate the process subject to the following :
 - i. The terms of the Bank/Financing agency/employer shall exclusively be binding upon the allottee(s).
 - ii. The entire responsibility of the getting the loan sanctioned and disbursed will exclusively be on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the due payment to the Company, as per schedule, shall be ensured by the allottee(s), failing which the allottee(s) shall be liable to pay applicable interest for the delayed period.
- (b) Instalments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein above along with service tax as applicable. The Allottee(s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as per their opted Payment Plan, or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and earnest money of the Basic price of the Apartment will be forfeited and balance amount (if any) will

be refunded without any interest. Then earnest money of the Basic price of Apartment will be forfeited and balance amount (if any) will be refunded without any interest.

- (c) If for any reason the booking of the apartment is cancelled by the Allottee(s)/, then earnest money of the Basic price of Apartment will be forfeited and balance amount (if any) will be refunded without any interest.
 - (d) Instalment Call Notice/Demand letter if issued by the Company to the effect that instalment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment.
 - (e) In exceptional circumstances, the Company may, in its sole discretion condone the delay in payment, by charging @12% interest. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).
2. The Allottee(s) has/have agreed that for the purpose of calculating the sale price of the said Apartment the leasable area shall be the super area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities only.
 3. (i) That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change
 - (ii) The request letter for change of the right of the allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institute in case payment against the said apartment was made by the allottee(s) by rising funds/loans against allotted Apartments as security from bankers/financial institutes or employer.
 - (iii) The substitution/change of name in place of the Allottee(s) will be done as per the applicable law and subject to charges as demanded by the Company.

4. The said project/complex shall always be known as “Trident Embassy” and this name shall never be changed by the Apartment buyer or anybody else. The name of the said complex and the Promoters / Developers name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Complex.
5. The Apartment's Building plans are provisional and tentative and such are subject to change at the instance of the sanctioning Authorities or the Company and changes can be made during the course of construction without any objection or claim from the Allottee(s). The building will be of specifications as per annexure attached herewith.
6. The Allottee(s) has/have agreed and accepted the proposed plans, designs, specifications, which are tentative and subject to variations, modifications, alterations in the layout plan/building plans, designs as the Company may deem fit or as directed by any competent authority(ies) and the Allottee (s) hereby give his/her/their consent to such variations, modifications etc.
7. The construction of the apartment is likely to be completed in _____ however, to force Majeure circumstances, regular and timely payments by the Allottee(s), availability of building material etc., change of laws by Governmental/ local authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
8. In case the company is unable to construct the Apartment within aforesaid stipulated time subject to aforesaid reasons, the on the deposited amount, provided that Allottee(s) has/have paid all payments or the instalments in stipulated time as per their opted payment plan . On the other hand if the Allottee(s) fails to take the possession of the Apartment within 45 days from the date of asking him/her/them to take the possession, Allottee(s) shall be liable to pay watch and ward charges @ Rs.5/- per sq.ft. Per month in respect of leasable area for the period the allottee(s) delays in taking possession.
9. It is hereby agreed between the parties that if there is either reduction or increase in the leasable area of the said Apartment or Its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. ft and other charges will Be applicable for the changed area i.e.at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the leasable area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.

10. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained /allowed.
11. The Allottee(s) is/are that apartment are being allottee to various person under certain terms and conditions mentioned in their allotment letter. The allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the said apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.
12. Single point electric connection will be taken for the said Project from PWNL/ UPPCL or any other source and will be distributed through separate meters to all Allottee(s) through prepaid system. Electricity Consumption charges will be as per PWNL / UPPCL norms and line loss. Charges for installation of the electric meter and whole distribution system shall be payable immediately by the Allottee(s) as decided by the Company.
13. The Allottee(s) shall have to make the payment in time as per his/her/their payment plan opted and shall have to make the payment as pre-payment system for electricity, maintenance charges and/or any other charges etc. to the company or its nominated agency or to the concern authorities.
14. That the sub lease deed/title of the said apartment shall be executed in favour of the allottee(s) after making the entire payment and dues. The possession of the said apartment will be given executive and registration of the sub lease Deed/title Deed.
15. That the Allottee(s) shall get the exclusive possession of the built up area of his/her/their allotted Apartment and will be transferred the title of this area as per prevailing bye laws in the land/building/block on which the said Apartment is situated. The Allottee(s) shall have no right, title or interest on remaining part of the Complex such as corridors, stair case & lobby, lift area, approach road etc. These and the land of the other common facility shall remain the exclusive property of the Company.
16. It is hereby agreed, understood and declared by and between the parties that the Sub Lease Deed/ Title/ Deed/ Registry (in the form and format as prescribed by the Greater Noida Authority) shall be executed & registered in favour of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the Sub Lease Deed/Title Deed/ Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).

17. The Allottee (s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the Company before or at the time of possession of the Apartment. The Allottee (s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. **The Allottee(s) will deposit 2 year maintenance in advance at the time of final payment.**
18. The maintenance, upkeep, repairs etc., of the Building including the common area of the building/complex will be organized by the Company or its nominee. Security of common areas, entrance of building will also be the arranged by the company or its Nominee. However, security of individual apartment will be responsibility of allottee(s). The Allottee(s) agree(s) and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the Allottee(s) liable for applicable interest. Non- payment of any charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates this arrangement.
19. The allotte(s) shall be liable to pay all taxes, service tax, trade tax, cesses, metro cess, Turn over tax, VAT, charges and assessment of any description, imposes by greater Noida Authority and another Authority empowered in this behalf on the said Plot, either such charges are imposed on the said Plot or on the building constructed and Apartment thereon, from time to time.
20. The Allottee(s) agree to pay on demand taxes of any kind whatsoever, whether levied now or in future on the said plot of land and/or apartment(s) as the case may be, from the date of allotment of the apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building(s)/tower(s)/block(s), same shall be payable and be paid by the Allottee (s) in a proportion to the area of his/her/their Apartment(s). Such apportionment shall be made by the Company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).
21. The Allottee(s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/Allottee(s). In case of an emergency, such right of entry shall be immediate.
22. The Allottee(s) shall not change, alter or make additions in or to the Apartment or the building/tower/block or any part thereof. The Allottee(s) also agree not to put up any name

or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower/block or anywhere on the exterior of the building or in the common areas. The Allottee (s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the Apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.

23. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction on the said Plot or part thereof from the Banks/Financial Institutions after mortgaging the said Plot where the Apartments including the said apartment is situated. However the sublease Deed/Title Deed of the said apartment in favour of allottee(s) will be executed & registered free all encumbrance at the time of registration of the same.
24. The Allottee(s) agreed and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object the company constructing or continuing with the construction of the other building/tower/blocks adjoining to the building where the said apartment is situated.
25. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands and etc. in respect of the Apartment on the said plot. The Allottee/s shall be solely responsible and liable for violation if any of the provision of the law of the land and applicable rules, regulation or direction by any competent Authorities/ Departments / Court and the Allottee/s shall indemnify the company for any liability and/or penalty.
26. In case the Central Government, State Government or any other Local Authority, Department imposes any service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. upon the said land of Group Housing Plot and construction thereupon will be the liability of the Allottee/s to pay the same in proportion to their area of the said Apartment and in case any such demand of above mentioned taxes is/are paid by the Company, the proportionate amount thereof will be payable and be paid by the Allottee/s and any default by the Allottee/s in making such payment in time would constitute a lien upon the said Apartment.
27. The Company reserves the right to give on lease/sub lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he/she/they any claim on this account.

28. The Company shall have the right, without approval of the Allottee(s) in the building/tower/block, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the Allottee(s) agree(s) not to raise objection or make any claim on this account.
29. The Allottee(s) shall abide by all laws, rules and regulations of the Noida Authority/Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion the Project on the said Plot. The Apartment shall be used for the purpose for which it is allotted.
30. The Company reserves the right to correct, modify, amend, and change the plans/specifications which are indicated to be tentative and the Allottee(s) agree(s) for the same.
31. Car parking is available on request on payment basis and it shall be allotted to the Allottee(s) of Apartments on 'First Come-First serves' basic as per parking charges clause. A separate agreement for all allotment of the parking will be executed between company or its nominees and the allottee(s). Allotment of one car parking per apartment is mandatory.
32. That a Club facility is proposed to be provided in the said complex. The Allottee(s) shall be made a member of the club for which membership fee, as per club membership charges clause (Non-transferable) shall be payable by the Allottee/s in order that the club is kept fully functional for the benefit and enjoyment of the allottee(s) in the said complex. The allottee(S) agrees to the same and to pay subscription charge/fee on monthly basis in advance to the company or its nominee(s). The club shall be managed by the company and/or its nominee(s).
33. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to the Concerned Authority, Department, Noida Authority and to the Company, shall be payable and be paid by the Allottee(s).
34. In case any action or claim is initiated by any Authority/Court to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee(s) and the Company will not be liable to pay any part thereof.
35. Further, if there is any trade Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess, Metro Cess and Fees etc. as assessed and attributable to the Company as a consequence of Government/Noida Authority/Statutory or other local

authority(s) order, the Allottee(s), the Allottee(s), shall pay the same in their proportionate share, if any.

36. Until a Sub Lease Deed/Title Deed in respect of the said Apartment is executed & registered, the Company shall continue to be the owner of the said Apartment and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company / Financial Institution/Bank/Employer shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Allottee(s) to the Company/Financial institution(s)/Bank(s)/Employer.
37. The allottee(s) shall give his/her complete address to the company at the time of booking for all communications and it shall be his/her own responsibility to inform the Company by registered AD letter/Courier about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the allottee(s) has/have agreed to this. This allotment letter and its all terms and conditions does not constitute an agreement to sell.
38. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s) and the Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.
39. That all the terms & conditions of the allotment/Lease Deed of the said Plot in favour of the Company by Noida Authority as the case may be, will be mutis mutandis applicable to the allottee(s).
40. The Allottee(s), if resident outside India, shall be solely responsible to comply with the requirement as laid down in the Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance of payment(s) and obtaining permission as prescribed by law for acquisition of property in India. The Company will not be responsible or liable for any concealments or violations in this respect by the Allottee(s). A declaration and other required documents to that effect will be furnished by the Allottee(s).
41. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in Ghaziabad/Noida (U.P.), India. The Arbitration and

Conciliation Act, 1996 or any statutory amendments/ modifications shall govern the arbitration proceedings thereof for the time being in force. The high court of Allahabad and the court subordinate to it at Noida shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

The Company further reserves the right to raise further loan(s)/ re-finance of the existing loan(s) or any other loan against the security of the Said Land/ Said complex from time to time, for the construction of the Said Complex.

AND WHEREAS the Allottee/s has applied for the allotment of the Said Apartment with the specific knowledge that with the consent of the competent authority and as per permissible building byelaws, the building plans, designs, specifications, measurements, dimensions, location and number of the Said Apartment and/or Said Building, floor plans may be revised and that the company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the government/Greater Noida Authority or any other local authority or body having jurisdiction time to time, if required

AND WHEREAS the Company has allowed the Allottee(s) to inspect the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result thereof and/or otherwise the Allottee(s) have fully satisfied himself/herself in all respects and has seen, understood and accepted, all the details of the Apartment, the specifications, the Complex, future block/s if any, revisions/alterations and all saleable area details, common infrastructural facilities, independent areas and facilities etc.

AND WHEREAS the Allottee has not relied upon nor is influenced by any Architect's plans, advertisements in print/electronic media or in any other form, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description of the said Complex/said Apartment.

AND WHEREAS the Allottee has read and understood the terms and conditions of this Allotment Letter and is agreeable to the same. It acknowledges that the Company has provided all the information and clarifications as sought by the Allottee. The Allottee has also relied on his/her own judgment and conducted inquiry before deciding to purchase the said Apartment. **AND WHEREAS** the Allottee has satisfied himself about status/title/interest/rights of the Company over the land on which the Said Apartment/Said Building/Said Complex is being developed/constructed and has seen the Lay-out/ Building Plans of the Said Complex, including the provisions for future development therein

AND WHEREAS the requisite allotment being offered now incorporating the details embodied in the application form, terms and conditions of which shall form part and parcel of this allotment unless superseded, directly or indirectly, by anything contained in this allotment.

WITNESSTED AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS-

1. SALES CONSIDERATION:-

That the details of the subject flat/apartment allotted to the allottee are as under:

The total price includes cost of fixtures, as mentioned in Specifications Sheet, attached herewith. All the fixtures provided in the said apartment/complex are mainly indicative and subject to change. The Allottee further agrees and understands that the Company shall have the option to choose the brand of fixtures to be installed and the Allottee shall have no right to raise any dispute or claim with regard to the brand installed by the Company in the Said Apartment.

- (i) **That** the price of the flat mentioned in this allotment is inclusive of the cost of providing electric wiring, switches, in all the rooms, toilets and kitchen, ceiling light fitting in common passages balconies in each apartment and fire fighting equipments only as prescribed in the existing fire fighting code/regulations. In addition to that for common areas and services price of the flat does not include the cost of prepaid electric meter which shall be got installed by the Company, for which additional cost of Rs. **NIL** along with applicable taxes, if any, shall be payable by the allottee to the company over and above the price consideration stated in this Allotment Letter. In case deemed necessary by the company or of its nominees, or ordained on the company as a result of change in any legislation/ order of the Govt or any competent authority, any additional fire safety measures are required to be taken in the Said Complex, involving any additional cost, then the Allottee agrees to pay for the additional expenditure incurred thereon on **pro-rata** basis along with other allottees as determined by the company in its absolute discretion. Such amount(s) shall be payable by the Allottee in accordance with the terms and conditions of the allotment and as per the demand raised by the company from time to time
- (ii) **That** the Allottee agrees that if due to change in the layout plan/building plan of the Said Complex/Said Building/Said Apartment: -
- (a) The Said Apartment Ceases to be preferentially located then only the amount of PLC, paid by the Allottee shall be refunded without any interest and such refund shall be made/ adjusted at the time of registration of the sub-lease deed.
- (b) If the Said Apartment subsequently becomes preferentially located, the Allottee shall pay PLC of the Apartment to the Company as applicable and as demanded by the Company.

(c) If the Said Apartment subsequently becomes additionally preferentially located, the Allottee shall pay additional PLC to the Company in the manner as demanded by the Company.

(iii) The Allottee shall pay the total price of the said apartment in accordance with the payment plan opted by the Allottee and in addition the Allottee shall also be liable to pay all other Amount(s), charges and dues mentioned in this allotment in accordance with the demand raised by the company from time to time. The Allottee agrees and understands that the total price of the said apartment and other charges are calculated on the basis of the saleable area of the said apartment which may increase/ decrease marginally due to any change in plans. In case such increase/ decrease is 3% or more over the Saleable area of the flat/ apartment shown hereinabove, proportionate price thereof, shall be payable or refundable at the rate mentioned in this allotment. Other than the adjustment required for increase / decrease by 3% or more, the prices shall be Escalation Free. It is further understood by the Allottee that the definition of saleable area is more clearly defined in this allotment, and the Allottee agrees and affirms to be bound by the same.

(iv) That the total price of the flat payable by the Allottee is inclusive of the applicable taxes/fees/levies/ cess etc. prevalent as on 31st, March, 2014. The Allottee agrees and undertakes that in addition to total price, the Allottee shall be liable to pay additional taxes/fees/levies/cess etc. to the Company, which are imposed from time to time by the State/ Central Govt, and/or by any local body or authority. These shall be charged and paid as follows:

(a) A sum equivalent to the proportionate share of taxes/fees/levies/cess etc. shall be paid by the Allottee to the Company. The proportionate share shall be the ratio of the saleable area of the Said Apartment to the total saleable area of the Complex, as a whole.

(b) The company reserves the right to demand additional payment from the allottee on pro-rata basis for the additional consideration, if any, payable in future, by the company, to Govt / Statutory or local authority and/ or to any third party (ies), arising out of or, in consequence of any order of Government/ statutory or other local authority(s) order or any judicial order relating to the allotment of the said land to the company by GNIDA and issued/ crystallizing after the date of this Allotment letter.

(c) The Company shall periodically intimate the Allottee, on the basis of certificates from a chartered engineer and/or a chartered accountant, the amount payable as stated above which shall be final and binding on the Allottee and the Allottee shall make payment of such amount within 30 (thirty) days of such intimation.

(d) Service Tax/ Value Added Tax (VAT)/ Goods and Services Tax (GST)/ any other tax/ levy, as applicable shall be paid extra by the allottee at the rates applicable from time to time.

(e) Any taxes/fees/levies/cess etc. on the Complex after execution of the sub-lease agreement shall be payable by the Allottee along with all other Allottees or their subsequent transferees and the Company shall not be responsible for the same. The Allottee(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Allottee

(vi) That timely payment of dues in accordance with the agreed payment schedule is of essence to this allotment. Whereas the Company will endeavor to issue Demand Letters from time to time in respect of payments in respect of construction-linked installments due from the allottee 15 (fifteen) days in advance of the due date of payment, no such Demand letters will be issued in case of time-linked payments due. The allottee agrees to pay the dues in time irrespective of the Demand Letters raised by the Company and that mere non-receipt of Demand Letter from the company for payment of dues will not constitute a valid reason for delayed payment on the part of the allottee. However it shall be the obligation of the Allottee (s) to comply with the agreed payment schedule without any separate reminders for the due installments. That interest at the rate of 18% per annum (which corresponds to average cost incurred by the company on borrowed funds) will be charged by the company on all delayed payments received after due dates.

(vii) That the Allottee(s) in order to pay for the consideration of the Apartment may have it financed from his/her employer or any financial institution/ banks etc. which shall be subject to the following conditions:-

- a) The Allottee shall indemnify the Company from all consequences accruing on account of having financed the Apartment.
- b) The Allottee shall be solely bound to comply the terms & conditions of the financing agency
- c) The responsibility of getting the loan sanctioned and disbursed, as per the Company's payment schedule will rest exclusively on the Allottee. The Company shall only facilitate the process. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed Company's payment schedule. The Allottee(s) shall be solely responsible to ensure the disbursement of payment to the Company. The payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provision contained in clause 3(ii).
- d) That in case the Allottee opts for a loan arrangement with any financial institutions/banks, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the Allottee shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.

- e) That the Allottee before making full payment and execution of sub-lease deed cannot assign his rights, titles and interest in the flat without the prior written consent of the company. The company at its sole discretion may however allow transfer of the allotment before execution of sub-lease deed on payment of a transfer fee of Five per cent of the total sale price as per price list, as prevailing at the time of desired transfer, subject however upon the expiry of fifteen months from the date of booking .The Company shall always have a first right to buy back the said apartment at the declared sale value. The sale consideration and the terms and conditions for the above said transfer between the transferor, (to whom the Company had allotted), and the transferee shall be settled mutually between them. The Company shall act as a facilitator, not having been financially benefitted and as such not liable for any consequences of such transfer.

(Viii) That the interest, in the Limited Common Areas, Common areas, Independent areas and facilities and undivided interest of each Allottee in the land underneath the building as decided by the Company or else specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding on the Allottee. The Allottee agrees and confirms that the rights, title and interest of the Allottee in the Said Apartment, Limited Common Areas, Common areas, Independent areas and facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the Company in such declaration.

(ix) That the allottee would be required to join the Residents' Welfare Association (RWA)/ society, by whatever name called, and established for the purpose of taking care of allottees' common interests as well as for taking over the responsibility of maintenance of the said complex after the mandatory period of 24 months, for which the maintenance of the complex will be undertaken by the company. The RWA may be formed by the company or by the allottees themselves. The Allottee agrees to pay all fees, charges thereof and to complete such documentation and formalities as may be necessary for registration of such RWA as well to enable the said RWA to discharge its role effectively.

(x) That the Allottee agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the applicable act as amended up to date or any other applicable laws can substitute the method of calculating the undivided proportionate interest in the land underneath the Said Building and in Common areas and facility and independent areas in any declaration with respect to Said Apartment.

(xi) That the allottee undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto, as the case may be,

as assessable or applicable from the date of the Application The Allottee shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Allottee till the Said Apartment is assessed separately as on 31.03.2013.

2. CONSTRUCTION/FACILITIES OF FLATS: -

- (i) That** the specifications for the Apartment are shown in the specification sheet attached hereto. The Company may on its own provide additional/better specifications and/or facilities other than those mentioned in such specifications sheet, or sale brochures or due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes will be borne by the Allottee(s) and shall be paid as and when demanded. No specific consent from the individual Allottee shall be taken for any such changes
- (ii) That** the Allottee understands that in case of change in the location of the Said Apartment due to change in the layout plan/building plan of the Said Complex/Said Building/Said Apartment or otherwise, the Allottee shall have no other right or claim as mentioned hereinabove.
- (iii) That** the Company may undertake to complete the construction of the said complex is a single composite phase or in more than one phases. The completion certificate for each phase may be sought by the company from the competent authorities separately for each phase and accordingly the possession in the said complex will be handed over in phases to the allottees. Whereas the Company will ensure that each phase is isolated, to the extent possible, from other phases of construction in the said complex, the allottee will not be entitled to raise any objection to the continuation of construction work on other phases in the said complex or refuse to take over the possession of his flat/ apartment in the phase already completed, merely on the ground that the construction work in other phases was going on.
- (iv) That** the company shall have the discretion to revise/alter within the permissible building bye laws the number of storeys, towers and to affect further changes in the layout plan, without any change, however, in the flat/ apartment allotted to the allottee, except as specified in this Allotment Letter.
- (v) That,** in case of any major alteration/modification resulting in more than 10% change in the Said Apartment or material change in the specifications of the Said Apartment, any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Allottee will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The Allottee agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his consent to all the alterations/modifications. If the Allottee objects to such change in writing, within the permitted time the Company decides to go ahead with changes, then the

allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Allottee along with interest per annum as payable by nationalized banks on saving account, and the Allottee agrees that he/she/they shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the Said Apartment in a manner in which it may deem fit

- (vi) That** in case of any increase or decrease in the saleable area over and above $\pm 3\%$ of the Said Apartment due to any reason whatsoever, the price consideration shall stand accordingly increased/ decreased, as the case may be. Such increase/ decrease shall be chargeable/ refundable at the rate on which such unit/ apartment was allotted. Provided however, if as a result thereof, by any changes in the boundaries or area of the Said Apartment, the same shall be valid and binding on the Allottee(s). However, revised price will be applicable on the original price on pro-rata basis if the increase or decrease exceeds three percent of the original area. All dimensions shown in feet-inches are close approximation to metric dimensions. The Allottee agrees that any increase or reduction in the saleable area over and above plus/minus three percent of the Said Apartment shall be payable or refundable (without any interest) at the rate on which such areas were sold/charged
- (vii) That** the Company shall be providing internal services within the precincts of the Complex, which inter alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines, (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external or peripheral services, such as, water, sewer, sewerage disposal, storm water drains, road, solid waste disposal and horticulture, are to be provided by the Government or the concerned Local Authority up to the periphery of the complex.
- (viii) That** the following features constituting the basic amenities for the Apartment shall be provided by the Company:
- Installation of lift(s) for every block.
 - Installation of firefighting arrangement at all floors
 - Installation of Intercom connection for each apartment
 - Installation of requisite power back up for running the lifts, tube well, water pump, and common services installation of requisite power backup for every flat (on payment basis).
 - Other features/fixtures as mentioned in specifications.

Additional features available on payment: -

- The Company at its discretion may construct servant rooms (or dormitories) and storage spaces within the complex for desirous Allottee(s). The consideration cost of these spaces will be charged extra.

- Usage rights of open/covered parking space if available shall be allotted on extra cost as fixed by the Company.
- Expenditure on the provision of common satellite T.V system including the necessary cabling, telephone system or any other facility provided by the Company shall be proportionately borne by the Allottee(s).

- (ix) **That** it is mandatory for the allottee to purchase usage rights for at least one parking space for each apartment. The parking space allotted shall be associated to be identifiable with the Said Apartment and not to be sold independently.
- (x) **That** the parking space in the basement as allotted to the Allottee shall be an integral part of the said apartment which cannot be sold/ dealt with independently of the said apartment. The Allottee may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The Allottee agrees that parking space allotted to the Allottee shall not form a part of common area of the said apartment/said building/said complex but is an independent area as detailed in disclosure.
- (xi) **That** the company also proposes to provide for an option to the Allottee/s for installation of a car lift/ hoist, at his own cost and expense, in the covered Mechanical car parking space allotted to the Allottee/s at the Complex, to provide for an additional tier for parking of one additional car. The installation, maintenance and other expenses involved in the erection and maintenance of such equipments will be borne entirely by the Allottee/s himself. The company will provide a maximum header of 3.60 metres, from the ground level for this purpose. The Allottee/s will be responsible to ensure that the height of each particular tier of parking will be sufficient to take care of his specific height requirements according to the type of vehicle proposed to be parked in each tier. This option can be exercised by the customer only upon written authorization of the Company and may also entail levying of additional charges in lieu of recurring requirements of electrical power for the said lift/ hoist.
- (xii) **That** the company reserves the right to further allot the un-allotted parking(s) as of the date of handing over of the maintenance of the said complex to the Resident's Welfare Association of the said complex (RWA). The RWA or the allottees of the apartments shall not have any right over the usage of un-allotted parking spaces.
- (xiii) **That** for security reasons, no car/vehicle parking is allowed inside the Complex, except in case of those allottees, who have reserved the car parking space. If any vehicle of any nature whatsoever is found parked without necessary authorization/ reservation, the company reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.

3. CANCELLATION / FORFEITURE OF ALLOTMENT:-

- (i) **That** in case the allottee requests the company for cancellation of the allotment, the same may be agreed to by the company subject to forfeiture of 10% of the total sale price, non-refundable amounts and payments made to financing bodies for loans of the Apartment. The amount(s), if any, paid over and above, the Earnest Money, any amount paid to the financing bodies and any Non Refundable Amount, would be refunded to the Allottee by the Company only after realizing such amounts from resale of the Said Apartment or six months from the date of cancellation whichever is earlier but without any interest or compensation of whatsoever nature.
- (ii) That in case if an allottee availing facility under the subvention scheme goes for a cancellation, the allottee would be under an obligation to refund the interest already deducted upfront/ monthly at the time of disbursement of the loan by the bank to the company.

It is also agreed and understood that in the eventuality of the concerned allottee's failure to refund the interest already deducted upfront/monthly at the time of disbursement by the bank, the Company shall in such case be at liberty to deduct such charges from the amount already paid to it directly by the allottee. The net amount refundable, if any, after adjusting the interest (already deducted by the bank at the time of disbursement) and after deduction of Earnest Money of 10%, as stated above, shall in such circumstances be refunded to the allottee only upon re-sale of the said unit/ apartment by the Company. It is however agreed that it shall be the responsibility and liability of the concerned allottees only to comply with their payment obligations of the EMI's, till such time as they make the payment of Pre-EMI amount, directly to the concerned financial institution.

- (ii) **That** the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amount in case of non-fulfillment/breach of the terms and conditions of the Allotment letter herein including withdrawal of the Application, and also in the event of the failure by the Allottee to sign and execute with the Company, the sub-lease deed, within six months of the date of the offer of possession by the company, upon expiry of which the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to resell and/or deal with the Said Apartment in any manner whatsoever. . The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Allottee to the Company. If the amount deposited/paid by the Allottee is less than the Earnest Money and the Non-Refundable Amount then the Allottee agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

4. POSSESSION

Possession of the Apartment will be, subject to the receipt of the entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company.

Further the possession of the Apartment will be given after the execution of the Sale Deed/Sub Lease Deed in favour of the allottee.

11. That subject to other terms of this Allotment letter, including but not limited to clause 1(xi) and timely payment of the Total Price and other Amount(s), charges and dues as mentioned in the Allotment letter without any default, the Company shall endeavour to complete the construction of the tower housing the flat booked by the allottee for phase 1 (Tower A,B,C,D,E & F) on or before 31st March 2018, for phase 2 (Tower G,H & I) on or before 31st December 2018 for phase 3 (Tower J,K & L) on or before 31st December 2021 subject to Force Majeure circumstances. However, if the Company fails to handover the possession till said date, the Company would pay the allottees, penalty as per terms and conditions binding with RERA on of the said project for the delay attributable to the inability of the Company in handing over the Said Apartment beyond expiry of the said possession date..

(i) **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 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 completion delay in possession will be confined upto the date of applying for the completion certificate only. Similarly, the Allottee would also be liable to pay holding charges @ `Rs.5/- (Rupees five only) per sq. ft. per month if the Allottee fails to take the possession within 45 days from the date of issuance of the offer of possession to the Allottee. Both parties agree and confirm to the rate of Rs.5/- per sq ft per month as a just and equitable estimate of the damages that the Allottee/Company may suffer and the Allottee agrees that it shall have no other rights/claims whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment. The adjustment of such compensation shall be made only at the time of execution of *sub lease* deeds.

(ii) **That** the penalty as detailed and stipulated in the foregoing para shall be payable only in case the allottee(s) has made timely payment of all due installments as stipulated in the agreed payment schedule. However in case of any non compliance of agreed payment schedule by the concerned allottee(s), the stipulation with regard to the payment of the agreed penalty by the developer shall be deemed to have been waived off by the allottee(s) and he shall not be entitled to any such payment under and in terms of this booking.

(iv) **That** the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance

and terminate/alter/vary the terms and conditions of this Allotment letter and in case of termination, the Allottee shall be entitled to refund of the Amount(s) deposited by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment letter.

- (v) **That** the Company, may in view of the aforesaid circumstances, constituting force majeure abandon the project, and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Allottee, along with simple interest @ 11% per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years, from the date of receipt of such amount and the Allottee shall have no other claim of any nature whatsoever.
- (vi) **That** the possession of the unit shall be handed over on receipt of all the dues, documentation, satisfaction of the Allottee and fulfillment of the conditions as stipulated in the agreement of sale, and after transfer of title as permissible in law.
- (vii) **That** the Allottee(s) after taking possession of the Said Apartment or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the Said Apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, statutory approvals/NOC's, building material or for any other reason whatsoever. The Allottee(s) shall be at liberty to satisfy himself in all respects at the time of taking over of possession/execution of tripartite sub lease deed and if not satisfied in any manner, may seek cancellation, within 45 days, of the offer of possession, in which case the refund shall be made as per the agreed terms.
- (viii) **That** the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the Said Apartment as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the Said Apartment sold to the Allottee.
- (ix) **That** Allottee(s) agrees that in case during the course of construction and/or after the completion of the building, further construction on future block within the Complex becomes possible which shall not be objected by Allottee(s) in recognition of the company having exclusive right to take up or complete such further construction as belongs to the Company notwithstanding the designation and allotment of any Common areas as Limited Common Areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Allottee, in the Common areas and facilities and Limited Common Areas and facilities, as originally worked out. The saleable area is and continues to be identifiable with the built up area of the apartment for all intents and purposes.

- (x) **That** until a sub lease deed is executed and registered in favour of the allottee, the Company remains to be the owner of the entire apartment along with its features, fittings, fixtures, appurtenant amenities etc., which are identifiable with the subject apartment. The payment of paid or promised or part paid and part promised price of the apartment by the Allottee (s) does not give him/her any right, title, interest or claim over the apartment and not tantamount to transfer of ownership with the Company reserving a right to revoke/cancel the allotment and to refund the amount received along with simple interest @ 11% per annum from the date of receipt till it is paid, which is approx. the present bank rate for financial instruments involving maturity period of more than three years. It is further clarified that the Company is not constructing any apartment as a contractor of the Allottee(s) but on the other hand Company is constructing the Complex as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the Apartment after execution of the tripartite sub lease deed. The Company continues to have first lien and charge on the apartment for all its dues that may become due and payable by the Allottees(s) to the Company.
- (xi) **That** the physical possession of the unit will be given only after execution of the sub-lease deed in favour of the allottee. Until the sub-lease deed as permissible in law is executed & registered, the Company shall continue to be the owner of the apartment. The allotment is non-transferable and does not give any rights, title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the apartment for all its dues that may become due and payable by the Allottee(s) to the Company.
- (xii) **That** in case the Allottee fails to execute the **sub-lease** deed within six months from the date of dispatch of offer of possession for execution of sub-lease deed failing which the Company shall have discretion to treat this allotment as cancelled and on such cancellation, the Earnest Money (hereinafter defined) along with Non-Refundable Amounts (hereinafter defined), which is paid by the Allottee shall stand forfeited. The Company shall refund balance amounts upon realization of money from resale of the Said Apartment or six months from the date of cancellation whichever is earlier. The Allottee understands that the Company has no other liability of any kind except to refund this amount.
- (xiii) **That** the Allottee understand if for any reasons, the Company is not in a position to finally allot the Said Apartment by the date of completion, the Company shall refund the amounts deposited by Allottee (except non refundable amount) with simple interest at the rate of 11% per annum which is approx. the present bank rate for financial instruments involving maturity period of more than three years, calculated for the period such amounts have been lying with the Company for which the Allottee will give notice to the Company, as per above.
- (xiv) **That** the Allottee shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the Said

Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Allottee, with simple interest at the rate of 11% per annum which is approx. the present bank rate for financial instruments involving maturity period of more than three years for the period such amounts have been lying with the company provided that the Allottee is not in breach of any terms of this Allotment.

(xv) That subject to the other terms and conditions of this Allotment, on and after the payment of total price, and other charges and dues as per the Allotment, the Allottee shall have : -

- a) Exclusive ownership of the area of the Said Apartment.
- b) Undivided proportionate interest in the land underneath the Said Building calculated in the ratio of saleable area of the said apartment to the total saleable area of all the apartments in the Said Building
- c) Undivided proportionate interest and right to use Limited Common Areas of the Said Building and pro-rata interest in the Common areas in the complex (hereinafter defined),
- d) The Allottee shall have no right whatsoever in the Independent areas and facilities (hereinafter defined). The right of usage of the above said facilities is subject to observance by Allottee/s of covenants herein and upto date payments of all dues by the Allottee(s) as already detailed in this agreement.
- e) Right to exclusive use of the allotted parking space(s); and the right of usage of common facilities is subject to observance by Allottee/s of covenants herein and upto date payments of all dues by the Allottee(s) as already detailed in this agreement.

(xvi) That the Allottee agrees that he/she shall not have any right to the Independent areas and facilities: the areas for shops, convenient stores, saloon, and restaurants / bar and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parkings in the complex, all rights in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the saleable area shall vest with the company. The Company shall have unfettered rights of ingress and egress in the above said areas. The Company shall be free to dispose of the same on such terms and conditions as it may deem fit. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent areas or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the Allottees of the complex.

(xvii) That in addition to the area, the Allottee, if and as mentioned in this Allotment, may get exclusive usage rights to certain areas (like attached areas with Ground Floor unit, and attached terrace with certain upper floors flats). No construction, either permanent or temporary shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Allottee/s.

(xviii) That subject to the rights of Allottee(s) as already stipulated in the preceding paras the Allottee(s) hereby covenants with the Company that from the date of the receipt of the possession notice of the Said Apartment or the date of receiving deemed possession, as provided herein before, he/she/they shall, at his/her/their own cost, keep the Said Apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He shall neither himself do nor permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-laws of the Greater NOIDA Authority or any law for the time being in force or any rule or notification issued by the local or other authority.

(xix) That the Allottee(s) agrees not to use the said dwelling unit or permit the same to be used for purpose other than for residential or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other apartments in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the apartment which tend to cause damage to any flooring or ceiling of any apartment over or below or adjacent to his apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

(xx) That the Allottee(s) hereby agrees that he/ she/ they shall comply with and carry out from time to time after he/she/they has/have been put in possession or deemed possession of the apartments, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Greater NOIDA, Municipal Authority, Government or any other competent Authority in respect of the Said Apartment and the land on which the Said Building is situated at his/their own cost and keep the company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by all the Allottee(s) in proportion to the saleable area of their respective apartments. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee(s) to the Company and the same shall be payable on demand.

(xxi) That the Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any, and notifications or any Government directions as may be in force, permit the Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and

conditions and charges as the Company may impose which shall not exceed the charges being levied by the Greater NOIDA, in such cases, the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/transfer/assignment of apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Allotment to restrict nomination/transfer/assignment of the apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.

(xxii) That In case of any natural calamity or any other adverse situation of any kind after possession, the Company shall in no way be responsible for all or any of the losses/ damages of any kind. The Allottee(s) of Apartments, shops, convenient stores, saloon, restaurants/bar and kitchen shall be entitled to their proportionate interest in the land underneath the Said Building (in which the same are located), calculated in the ratio of saleable area of the Allottee to the total saleable area of the Said Complex.

(xxiii) That the Company covenant with the Allottee that on the Allottee/s paying the dues and Performing the terms of agreement and stipulations on his/her/their part herein contained shall peaceably hold and enjoy the said flat/ space without any interruption by any person.

(xxiv) That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.

(xxv) That It is admitted, acknowledged and so recorded by and between the parties that the Allottee(s) shall under no circumstances will be allowed to carry out any change whatsoever in the lay outs, elevations, outer colour scheme, and /or enclosing the balconies, double height portions, shafts and merging of any areas in the flat. In case of non-compliance of these provisions by the Allottee(s) the Company without any formal notice shall be at liberty to restore the original elevations and/or outer colour scheme, entirely at the costs and risks of the Allottee/s. Such non-compliance shall be treated as a cognizable offence under the relevant laws of the land and shall lead to cancellation of the tripartite sub-lease deed by the lessor, i.e. Greater Noida Industrial Development Authority (GNIDA). These provisions shall be applicable during the pendency of the entire lease period.

(xxvi) That the ownership of "Independent Areas" shall vest with the company. The company shall be free to dispose of the same on such terms and conditions as it may deem fit. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent are is or in the operation and management including , but not

limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the allottees of the complex.

(xxvii) That If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the Allottee(s) to the Company. In case the stamp duty or other charges payable by the Allottee(s) to the authorities at the time of registration is discounted due to reason of prior payment of some/ all charges by the company, such discount availed by the Allottee(s) shall be reimbursed to the Company prior to registration.

Note:

Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 30 days from the date of demand which shall formally be 45 days from the date of offer of possession.

The instalment call notice given by the Company shall be to the effect that instalment has become due as stated above shall be final & binding. It is also made clear that timely payment of the instalments is the essence of this allotment.

The measurement of the area is approx. 1 sq.mtr. =10.764 sq.ft.

MAINTENANCE

(i) That the Allottee agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Maintenance Agency. The Allottee agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Allottee shall pay and clear all dues at the time of offer of possession. That an interest free maintenance security deposit @Rs.35/- per sq ft. of the saleable area shall be paid by the Allottee to the Company before possession. Further the general monthly maintenance charges @ Rs.2/- per sq. ft. on saleable area and monthly club usage charges shall be payable in advance by the Allottee to the Company/ Maintenance Agency for a period of 24 months only and upon the expiry of said period of 24 months from the date of final completion of the said complex, the same shall

be payable by the Allottee on a monthly basis. The maintenance charges have been fixed in the context of the prices prevailing as on 01.04.2016

- (ii) **That** The enhancement/variation in the maintenance charges shall be subject to the increase in the cost of various inputs such as wages/salaries of necessary personnel, costs of various materials, including but not limited to the necessary various petroleum products for the provision of the maintenance services in the complex, and the said enhancement/variation would be directly in proportion to the annual percentage change/increase in the consumer price Index, as detailed hereunder:
- (iii) **That** the Annual Maintenance Charges of the lifts installed in the particular tower and pumps and other equipment's in the Complex shall be borne by the Company for a period of 24 months(which is included in the above mentioned maintenance charges), only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the Allottee to bear the said charges on an actual basis.
- (iv) **That** the apartment shall be used for the residential purpose only and not put to use for any purpose, which is likely to cause public nuisance or not permissible under the law. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment'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 the elevation and outside color scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere in the common areas shall not be permitted. Any type of change inside the apartment 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 bear wall supporting whole the structure therefore no change is allowed.
- (v) **That** the Electricity actually consumed by the allottee, power back up charges and replacements if any applicable, will be charged as per actuals. A common bill will be raised every month for the maintenance/ electricy charges and other related expenses through the electric meter. Upon payment by the allottee, his account will be credited by issue of pre-paid vouchers through the electricity meter. Moreover, the Company/maintenance Agency of the Company shall have the right to cut off/withhold or in any manner curtail or reduce any essential supply/service enjoyed by such Allottee, that may include disconnection of water/sewer and power/power backup connections, usage of parkings facilities and debarment from usage of any or all common facilities or any individual services, within the complex, in case the Allottee fails or neglects to pay the maintenance or any other charges, (general or common) for a period of sixty days.

- (vi) That** the Company/maintenance agency may maintain the complex, subject to payment of maintenance charges, for a maximum period of twenty four months only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the Allottee to bear the said charges on an actual basis. On expiry of the above said period of twenty four months period or at any time before or thereafter, the maintenance services of the Complex shall be handed over to a legally constituted association of apartment owners at any time after the receipt of written request in this regard from all Allottee(s) of the complex.
- (vii) That** at the time of handing over of the maintenance of the complex to the Allottee/s, the un-utilized balance security deposits, if any, shall be transferred to the respective Allottee/s / RWA only. The Company/maintenance agency may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The maintenance shall be handed over to the Allottees, as per the provisions detailed in para 5(vi) above.
- (viii) That** the Allottee(s) specifically consents to sign the "Maintenance Agreement", with the Company or with the agency undertaking the maintenance activity before taking over of possession, for facilitating the running of required infrastructure facilities.

Further, the Maintenance Agreement inter alia shall broadly contain the following:-

The scope of maintenance.

- The charges pertaining to the Maintenance of common facilities/ services and independent areas and facilities/services.
 - The period, the Maintenance Agency shall maintain the common services and facilities.
 - Maintenance of fire-fighting arrangement in the complex.
 - Maintenance of lifts.
 - Maintenance of centralized security of the complex
 - Providing conservancy facilities.
- AMC of firefighting equipment's, lifts, pumps and motors, power back up system, transformer and electricity distribution systems, intercom and any other common facility etc. (to be shared on equal basis).
- Running charges for power back up (to be paid for separately). Other services originally provided in the complex and independent areas and facilities.

- (ix) That** the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do not permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities.

- (x) **That** it shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) of the complex at the time of taking over of the possession
- (xi) **That** only common services shall be transferred to the Allottee(s). Independent areas and facilities: shops, convenient stores, saloon, restaurants, and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parking's in the complex, all rights in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the saleable area shall vest with the company and shall not be handed over to the Allottee(s). The Company reserves the rights to allot membership for usage of recreational facilities to persons, other than the Allottee(s) of the premises, as may be deemed fit by the Company. Post handover all the residuary rights for maintenance in the complex including various installations for maintenance shall vest either with the Company or with individual Allottees only and the residuary rights in respect of the prepaid meter system shall continue to vest with the Company till such time the electric connection from the state authorities are got transferred in their own name.
- (xii) **That** the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.
- (xiii) **That** the Allottee(s) will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
- (xiv) **That** if before the expiry period of 24 months as mentioned in Para 5(vi) above, it is observed by the Company that the Allottee(s) are not in a position or interested in taking over the maintenance of the common services after 24 months as stipulated, in that case company may at its sole discretion continue with the maintenance and the company reserves the right to revise the terms of the maintenance agreement. The decision of the Company in this respect shall be final and binding. However, it is admitted and acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the Company beyond 24 months from the final completion of the said complex, except as stated above
- (xv) **That** in terms of U P Apartments Act, there will be a Defect Liability Period, of Six months from the date of offer of possession, during which the company shall be liable to rectify the defects, if any, in the structure of the said complex. However, air cracks and plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations, such as damage resulting from war, fire, earthquake, floods etc. and shall not be applicable on the bought-out-items, most of which are covered under warranty by the

manufacturers themselves. However, in the event of recurring problems with the bought-out items, the company shall co-operate with the allottee in sorting out the matter.

6. CLUB/ RECEREATIONAL FACILITIES:-

- (i) **That** the company will provide a Club/ Community Centre in the said complex for recreational facilities, as well for organizing social functions/ get-together for the residents in the said complex. It shall be the endeavour of the Company that such facility is located in the best interest of the Allottee(s) and as such, the location of the same shall be final and binding.
- (ii) **That** the allottee agrees to pay applicable club usage charges for the facilities the amount shall be paid as when demanded by the Company, which shall be payable as per the actual usages and service availed by the Allottee and the Allottee will be required to sign the necessary documents, which shall contain the detailed terms and conditions.
- (iii) **That** on recreational facilities becoming functional, keeping in the view the general requirement of the members, the quantum of facilities available in the recreational facilities and other incidental factors affecting running and maintenance including fees for professionals etc, the Allottee(s) shall pay charges as prescribed from time to time and also to abide by the rules and regulations formulated by the company for proper management of the recreational facilities.
- (iv) **That** the club/ community centre shall be managed by the Company and or the agency appointed by the Company. The Allottee(s) shall not interfere in the same in any manner. The Allottee(s) would be entitled to avail of the club / community centre facilities/services as per the rules & regulations of the club.

7. IFMS:-

- (i) **That** the allottee shall pay interest free maintenance security deposit @ Rs.35/- per sq ft. of the saleable area shall be paid by the Allottee to the Company before possession
- (ii) **That** so long as the maintenance charges are paid regularly, as provided in these present, the Allottee(s) or anyone else lawfully claiming under him/her, shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Allottee(s) has paid securities, it shall not be open to the Allottee to claim usage of any rights of the common facilities and that the Company, in its sole discretion, shall be entitled to stop/deny the usage of such common facilities to the Allottee(s). The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee(s).

8. SECURITY:-

- (i) **That the** Security arrangement is proposed to be provided in the said complex. Accordingly, for the purpose of safety and security of the residents in the said complex, the maintenance agency

shall be free to regulate the entry/ exit of outsiders into out of the complex .The company will, however, not be liable for any incident resulting in damage to any person or property in the said complex attributable to negligence or non-performance of its obligation by the Security/ Maintenance Agency. The Allottee(s) indemnifies the Company/maintenance agency against any losses or damages of all kinds that may be caused due to any manual/mechanical failure of equipment installed or from any liability of any kind after handing over the possession of the allotted unit.

9. ELECTRICITY/ POWER BACK-UP:-

- (i) **That** the Allottee agrees that the Company may obtain single point electric connection for the whole complex from state authorities and shall be legally entitled to supply power in the said Complex in which the Said Apartment is located. The Allottee shall enter into a separate agreement for supply of electricity and the same shall be provided with a prepaid electric meter. The Allottee further agrees that this arrangement of being supplied the power to individual Allottee shall be provided by the Company or its agent only through a separate energy distribution agreement, directly or through the Company's agent. It is further agreed by the Allottee that the Company shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity factor into consideration, as may be deemed necessary by the Company. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society/association of apartment owners, the distribution of power/power back up/energy system shall continue to vest with the Company. For any reason whatsoever, if any malfunctioning in these installations is observed, the Company shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or in any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.
- (ii) **That** It is further agreed and confirmed by the Allottee that the Company shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time which may or may not be limited to the rate charged by state electricity boards. The Allottee agrees and confirms that he/she pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the society/association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Allottee confirms and understands that such power generating or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Company or its agency. The Allottee shall not have the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever and during that period,

Allottee continues to be the owner of the Said Apartment. The clause shall survive the conveyance of the apartment or any subsequent sale/re-sale or conveyancing thereof.

- (iii) **That** the transformer, DG Sets, electrical panels and any other installations shall be located within the Complex. It shall be the endeavour of the Company that they are located in the best interests of the Allottee(s) and as such the location of the same shall be final and binding.
- (iv) **That** all the residuary rights for all common facilities, installations and infrastructure etc. shall vest either with the allottee or with Company and no third party shall have any interest whatsoever in any of the residuary rights.
- (v) **That** the Allottee(s) agrees that all occupants of the complex including the commercial areas or any areas other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power backup, sewerage, securities and house-keeping services, right of ingress and outgress, usage of parking facilities, usage of allotted independent areas and facilities etc. on payment of pro-rata maintenance charges. The residents shall not interfere in their usage so long as they are paying necessary maintenance/energy usage charges. In addition for common electricity & water charges shall be paid by them on pro rata basis, as in the case of residential allottee(s). All terms of the maintenance agreement shall apply to all concerned in the complex mutatis mutandis.

The Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee

10. GENERAL TERMS AND CONDITIONS

- (i) **That** the basis of calculating the proportionate charges payable by any Allottee(s) will be the proportion of the saleable area of his unit to the total saleable area of the Complex
- (ii) **That** the Allottee agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in this Allotment, failing which all letters by the Company shall be mailed to the address given in this Allotment and deemed to have been received by the Allottee. In case of joint allottees communication sent to first name Allottee in this Allotment shall be deemed to have been sent to all allottees. All e-mails/fax sent by the allottee to the Company on any matter, so as to be binding on the Company, are required to be confirmed by a duly signed hard copy, separately.

- (iii) **That** all demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee(s). The company shall not be required to obtain any further proof of the delivery of communications addressed to the allottee(s).
- (iv) **That** the Company is not required to send reminders/notices to the Allottee in respect of the obligations of the Allottee as set out in the Application and/or the Agreement and the Allottee is required to comply with all its obligations on its own.
- (v) **That** the all charges payable to various departments for obtaining service connections to the residential units like telephone, electricity etc. including security deposits for sanction and release of such connections, as well as informal charges pertaining thereto, will be payable separately by the Allottee(s) .
- (vi) **That** the Allottee(s) shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other Allottee(s) in the complex. No apartment shall be used for running a guest house, hostel or crèche or any other commercial activity etc. as the same is likely to cause nuisance to the other allottees/s.
- (vii) **That** all products such as marbles, granite, stones, tiles, timber, wooden flooring, paints etc. have inherent characteristics of variations in colour, texture, grains, finished surfaces, cracks, behavior etc on completion/ handing over, without any liability whatsoever upon the developer in this regard.
- (viii) **That** in case the Allottee is an NRI or non-resident/foreign national of Indian origin/foreign nationals/foreign companies, then all remittances, acquisition/transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act(FEMA) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
- (ix) **That** there shall be no waiver of the rights, available herein to the company, its assignees, nominee(s) or the Maintenance service provider, for any delay or failure by them to exercise any right, remedy, power and privilege under this agreement shall not constitute a waiver of their right or remedy or waiver of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.
- (x) **That** the company shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage against the construction of the proposed saleable area in favour of one or more financial institution, and for such an act the allottee(s) shall not have any objection whatsoever and the consent of the allottee(s) shall be deemed to have been granted for the creation of such charge during the construction of the

complex. Notwithstanding the foregoing, the company shall ensure to get the charge vacated over the said apartment after payment of proportionate loan amount to the bank, financial institution or body corporate, before the transfer, conveyance of the title of the unit to the allottee(s).

- (xi) **That** the Allottee(s) agrees that the Company shall at all times have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objection in this regard whatsoever.
- (xii) **That** If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonably inconsistent with the purpose of the agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.
- (xiii) **That** the headings/captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in the Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
- (xiv) **That** in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee and the Company, shall be resolved through arbitration which shall be the mode of resolution of disputes , as aforesaid. under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a sole Arbitrator. For the appointment of the sole arbitrator, the Company shall identify three retired High Court Judges of the Hon'ble High Court of Delhi and intimate in writing to the allottee, the names of retired High Court Judges , so identified . The Allottee/s shall within 30 days from the receipt of such written intimation, nominate in writing to the Company , anyone of such retired High Court Judges to be appointed , as the sole Arbitrator. Upon receiving the written intimation from the allottee as stated hereinbefore, the company shall appoint the sole arbitrator to adjudicate upon the dispute between the parties. In the event , the allottee fails to nominate in writing as aforesaid , within 30 days from the receipt of written intimation from the Company , then the Company shall have the sole right to nominate and appoint, from within the three names nominated, a sole arbitrator to adjudicate upon the disputes between the parties. The allottee expressly acknowledges, accepts and agrees that it shall not be entitled to reject the names identified by the Company and rejection

if any, by the allottee of the names, so identified by the Company, shall be deemed to be failure of the allottee to nominate. The allottee further acknowledges, accepts and agree that he/she shall not have any objection to the appointment of the sole arbitrator made by the Company. The arbitration proceedings shall be held at Gautam Budh Nagar only. It is also agreed that the dispute/matter will be referred for adjudication to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon both the parties.

- (xv) **That** this agreement shall be governed by and construed in accordance with the laws of India.
- (xvi) **That** the amounts paid by the Allottee(s) to the company to the extent of ten percent of the Total Price of the unit ,(which constitute the earnest money), the payments made to financing bodies/Allottee(s) for loans repaid against this unit and non-refundable amounts if any, shall be forfeited in case of non-fulfillment of terms of allotment.
- (xvii) **That** in case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.
- (xviii) **That** all the above said terms and conditions are as per prevailing rules/ orders , as on the date of launch of the project on or about dated 18/01/2014. Any subsequent rule / order shall not effect any of the contents as agreed upon, herein above.
- (xix) **That** for all intents and purposes, singular includes plural and masculine includes feminine.
- (xx) **That** the High Court of Allahabad and courts subordinate to it at District Gautam Budh Nagar and State Consumer Forum only at Lucknow, shall have the jurisdiction in all matters arising out or touching and/or concerning this booking\ Allotment.

For TRIDENT INFRAHOMES PVT. LTD

I/We hereby accept the allotment on the terms and
Conditions mentioned Herein above.

(Director)

(Signature of the Allottee/s)

WITNESSES:

1.

Company

Allottee(s)

2.

CANCELLED

Trident Shoperio

Dated: _____

ALLOTMENT LETTER

To,

MR. _____
R/O _____

Sub: Allotment of shop in Shopping Complex known as Trident Shoperio”, Situated At GH-05B, Sector-01, Greater Noida (West)

Dear Sir(s)/Madam,

This has reference to your application dated 10-09-2018 for the allotment of a Shop in the Shopping Complex known as Trident Shoperio in Group Housing project known as TRIDENT EMBASSY on Plot no GH-05B, Sector-01, Greater Noida (West) (hereinafter referred to as said ‘shopping complex’). In response to your application we, M/s TRIDENT INFRAHOMES PVT. LTD., a company registered under the Companies Act, 1956 having its Registered office at H-58, SECTOR-63, NOIDA and Zonal Office at _____, (hereinafter referred to as the “Company” which expression shall, unless 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 you a Shop No. ____ on _____ having Carpet Area approx. _____ sq.ft. (Super Area ____ approx. sq. ft.,) as per specifications herein, in Shopping Complex known as Trident Shoperio in Group Housing project known as TRIDENT EMBASSY (hereinafter referred as the ‘Shop’) for a Total Cost of **Rs**

_____-/- + **GST (PLUS OTHER CHARGES)** on the terms and conditions and Pricing details stated hereinafter in this Allotment Letter.

The words and expressions used in this Allotment Letter are defined in Annexure “A”, forming an integral part of this Allotment Letter. In case of expressions, not expressly defined herein, these shall have the meanings ordinarily assigned thereto.

WHEREAS in pursuance of a successful bid for the allotment of land in Greater Noida, the Company was allotted 30,480 sq.mtrs. of land by Greater Noida Authority (A Body Corporate Constituted under U.P. Industrial Development Area Act, 1976), on leasehold basis under a scheme for development of Group Housing, The allotment (of the Plot No.- **GH-05B, Sector-01, Greater Noida (West)**), was made to the company by Greater Noida Development Authority, vide its allotment letter No:PROP/BRS-03/2010/1730, dated 18-08-2010 physical possession whereof was handed over to the company by Greater Noida Development Authority (GNIDA) on 11-02-2011 after executing the lease deed dated 11-02-2011, which was registered with Sub-Registrar, Greater Noida on 11-02-2011 vide A.D. Book No.-1, Volume No. 7962 from pages 323 to 382 and bearing document No.:I-2350.

WHEREAS the company started development of a residential group housing project under the name and style of ‘TRIDENT EMBASSY’, the plans for development of which were sanctioned by GNIDA vide sanction letter No- BP-2604/GH/FTS-469 Dated 21-10-2014.

WHEREAS after commencement of construction on the project a writ petition challenging the acquisition of the land by the Greater Noida Authority, was filed by Mr. Devender Kumar & others against the Greater Noida Authority in the Allahabad High Court.

WHEREAS another bunch of Writ Petitions, challenging the acquisition and allotment of land was lodged by certain affected parties with the Hon’ble High Court (in WP No: 37433/2011 dated 21st October, 2011 titled as Gajraj & others v/s State of U.P. & others).

WHEREAS Upon adjudication of these petitions by the Hon’ble High Court, various directions came to be passed amongst them, which in effect upheld the acquisition of the land (other than that falling within Shahberi village), but simultaneously directed the respondents not to carry on development in accordance with the Master Plan 2021, until the observations and directions of the National Capital Regional Planning Board were incorporated in the Master Plan 2021, to the satisfaction of the National Capital Regional Planning Board.

WHEREAS The final clearance in this respect was received by the company on 09th October, 2012 vide letter no:GRANO/BUILDERS/2012/525, and it was directed by the GNIDA to resume development, which has since been complied with, in compliance with the statutory compliances in accordance with Master Plan 2021.

The Company shall develop and complete the said Project in accordance with the sanction plans/layout plans as approved by the competent authorities.

If there is any addition/ alteration in the sanctioned plans/ layout plans/ specifications and the nature of fixtures, fittings, and amenities described therein in relation to the Shop, or if there is any structural change including an addition to the area or change in height, or the removal of part of a building (in which the Shop is located), or any change to the structure, such as the construction/ removal/ cutting into of any wall or a part of a wall/ partition/ column/ beam/ joist/ floor (including a mezzanine floor) or any other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures, or equipment, etc. the Company shall take the previous consent of the Allottee

and shall ensure that such changes are carried out in accordance with Applicable Laws including but not limited to the relevant building bye-laws.

If there is any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the Project, the Company shall obtain the previous written consent of at least 2/3rd of the Allottees in such building(s) in the Project who have agreed to take Shops in such building, before undertaking any change;

The Company may make such minor additions/ alterations/ changes as may be required by the Allottee or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer, after proper declaration and intimation to the Allottee.

It is agreed that, for the purpose of this Article, the term 'minor additions/ alterations' shall exclude: (i) structural change including an addition to the area or change in height; (ii) the removal of part of a building in which the Shop is located; (iii) any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support; (iv) change to or closing of any required means of access ingress or egress; and (v) change to the fixtures or equipment, etc.

If due to changes as mentioned hereinabove results in any alteration in the Allottee's percentage of undivided interest in the Common Areas, the Company shall take the written consent of all the Shop owners as per law in the Project, including the Allottee, and shall have obtained approval for the same from the Greater Noida Industrial Development Authority (GNIDA).

The Allottee acknowledges and agrees that upon the Company having complied with the procedures set forth hereinabove, the Allottee shall comply with the revised terms and conditions of the allotment, including payment of any increase in the Total Sale Consideration of the Shop as a result of such changes.

It is agreed that after undertaking any change, as described hereinabove, the Company shall, to the extent necessary, update the information pertaining to the Project as displayed on the Real Estate Regulatory Authority's website.

WHEREAS as per the prevailing building Byelaws of the Greater Noida Authority, the FAR (Floor Area Ratio) of the said project 2.75 is now presently 3.5, upon the basis of which the requisite approval vide revised plan sanction no. **PLG/(BP)2604/4778, Dated 12-07-2016** which have already been obtained by the company, from the competent authority, i.e. Greater Noida Industrial Development Authority (GNIDA). In consonance with the said rights so vested in it. On the basis of which the present booking and allotment is being affected in favor of the allottee/s, which has to be read accordingly by both the parties, for all intends and purposes.

AND WHEREAS the Said Land/ Said complex is free from all encumbrances/ mortgages/ liens/ charges other than the following:

- a) Lien of Greater Noida Industrial Development Authority (GNIDA), on the said land, against deferred payments due to the Authority towards lease premium and other dues in accordance with the lease deed executed between the Company and GNIDA, from whom Permission to Mortgage (PTM) has been received vide letter No. PROPERTY/BRS/2018/2642, and dated _____.

- b) Charge on the land and buildings located in the said land, including present and future construction thereon, in favour of INDIABULLS HOUSING FINANCE LIMITED, as security against Construction Finance advanced by them to the Company.

The Company further reserves the right to raise further loan(s)/ re-finance of the existing loan(s) or any other loan against the security of the Said Land/ Said complex from time to time, for the construction of the Said Complex.

AND WHEREAS the Allottee/s has applied for the allotment of the Said shop with the specific knowledge that with the consent of the competent authority and as per permissible building byelaws, the building plans, designs, specifications, measurements, dimensions, location and number of the Said shops and/or Said Building, floor plans may be revised and that the company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the government/Greater Noida Authority or any other local authority or body having jurisdiction time to time, if required

AND WHEREAS the Company has allowed the Allottee(s) to inspect the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result thereof and/or otherwise the Allottee(s) have fully satisfied himself/herself in all respects and has seen, understood and accepted, all the details of the shop, the specifications, the said Complex, revisions/alterations and all saleable area details, common infrastructural facilities, independent areas and facilities etc.

AND WHEREAS the Allottee(s) has/ have fully satisfied himself/herself about the interest and the title of the Company in the said land on which the Shop as a part of the Group Housing Scheme is being constructed and has understood all layouts, designs, specifications, area details, salient features, and common facilities etc, including provisions for future development therein and agreed to acquire from the Company a shop no. _____ having super area of _____ approx., exclusive of an optional usage of **NIL** No.(s) of Single/ Double/ Back-to-Back Covered/ Open Car Parking along with undivided/ impartible area of the said Land, as per the rates applicable at the time of booking of the said shop.

And Whereas Subject to Article IV of this Application, the Company shall ensure that as far as possible, construction of the Shop including all materials, equipment, fittings and fixtures shall substantially be in accordance with the specifications of the Shop as tentatively provided in this Application. Provided however that subject to Applicable Laws, including but not limited to the RERA and Apartment Act, the Company shall be entitled to alter such specifications by using available substitute/like/similar materials and/or equipment, fittings or fixtures of the comparable standards. The said specifications are also subject to change due to any direction from any Authority and/or the authorized architect(s)/ authorized engineer(s) in the best interest of the Project. It is clarified that before implementing any such change, the Company shall, comply with the procedure specified hereinabove for the implementation of such changes, if applicable.

AND WHEREAS the Allottee has not relied upon nor is influenced by any Architect's plans, advertisements in print/electronic media or in any other form, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description of the said Complex/said shop.

AND WHEREAS the Allottee has read and understood the terms and conditions of this Allotment Letter and is agreeable to the same. It acknowledges that the Company has provided all the information and clarifications as sought by the Allottee. The Allottee has also relied on his/her own judgment and conducted inquiry before deciding to purchase the said shop. **AND WHEREAS** the Allottee has satisfied

himself about status/title/interest/rights of the Company over the land on which the Said shop/ /Said Complex is being developed/constructed and has seen the Lay-out/ Building Plans of the Said Complex, including the provisions for future development therein

AND WHEREAS the requisite allotment being offered now incorporating the details embodied in the application form, terms and conditions of which shall form part and parcel of this allotment unless superseded, directly or indirectly, by anything contained in this allotment.

WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS-

1. SALES CONSIDERATION:-

That the details of the subject shop allotted to the allottee are as under:

Shop No.	
Floor	
Carpet Area – in sq ft	
Super Area – in sq ft	

That the Sales consideration for the subject shop is **Rs** _____/- (**Rupees ONLY**), as detailed here-under:

Particulars	Price (Rs.)	GST (Rs.)	Total (Rs.)
Basic Sale Price			
Additional Power Back-up Charges			
Parking			
POSSESSION CHARGES	AS APPLICABLE		
Total			

The total price includes the cost of fixtures, as mentioned in Specifications Sheet, attached herewith. All the fixtures provided in the said shop/complex are mainly indicative and subject to change. The Allottee further agrees and understands that the Company shall have the option to choose the brand of fixtures to be installed and the Allottee shall have no right to raise any dispute or claim with regard to the brand installed by the Company in the Said shop.

That the price of the shop mentioned in this allotment is inclusive of the cost of providing electric wiring, ceiling light fitting in common passages and fire fighting equipments only as prescribed in the existing fire fighting code/regulations. In addition to that for common areas and services price of the shop does not include the cost of prepaid electric meter which shall be got installed by the allottee at his/her own cost, through the Company. In case deemed necessary by the company or of its nominees, or ordained on the company as a result of change in any legislation/ order of the Govt. or any competent authority, any additional fire safety measures are required to be taken in the Said Complex, involving any additional cost, then the Allottee agrees to pay for the additional expenditure incurred thereon on **pro-rata** basis along with other allottees as determined by the company in its absolute discretion. Such amount(s) shall be payable by the Allottee in accordance with the terms and conditions of the allotment and as per the demand raised by the company from time to time.

(ii) The Allottee shall pay the total price of the said shop in accordance with the payment plan opted by the Allottee and in addition the Allottee shall also be liable to pay all other Amount(s), charges and dues

mentioned in this allotment in accordance with the demand raised by the company from time to time. The Allottee agrees and understands that the total price of the said shop and other charges are calculated on the basis of the saleable area of the said shop which may increase/ decrease marginally due to any change in plans. In case such increase/ decrease is 3% or more over the Saleable area of the shop shown hereinabove, proportionate price thereof, shall be payable or refundable at the rate mentioned in this allotment. Other than the adjustment required for increase / decrease by 3% or more, the prices shall be Escalation Free. It is further understood by the Allottee that the definition of saleable area is more clearly defined in this allotment, and the Allottee agrees and affirms to be bound by the same.

(iii)That the total price of the shop payable by the Allottee is inclusive of the applicable taxes/fees/levies/ cess etc. prevalent as on **31st, March, 2010**. It is hereby agreed that at any time after the execution of the Agreement for Sale (which includes the times even after the execution of the Sub-Lease Deed of the Shop), any tax/levies including but not limited to any development charges, infrastructure charges etc. are levied on the Company and/or its successors with respect to the Project and/or any taxes/levies becomes retrospectively applicable in relation of the Project and, or the Shop and the Company is required pay such taxes to the Authorities, then such taxes/ levies, development charges, infrastructure charges, etc. shall constitute a part of the Statutory Charges, and the Company shall have the right to demand such charges/taxes/levies/demands from the Allottee for making payment thereof to the Authorities, by providing a 15 (Fifteen) days prior written notice, and the Allottee agrees to make payment of the same. The Allottee hereby agrees that the demand when made for the payment of the said amounts shall constitute an unpaid part of the Total Sale Consideration of the Shop and Allottee further agrees that even after the execution of the Sub-Lease Deed, for such demands, the Company shall have the lien on the Shop to extent of the amount not paid by the Allottee. It is further agreed that the Allottee shall be required to pay the above-mentioned amounts in the following manner:

- (a) A sum equivalent to the proportionate share of the total tax/ levy/ charge applicable to the Project, as the Carpet Area of the Shop bears to the total Common Areas, Independent Areas, exclusive balcony or verandah area and exclusive open terrace area, where such tax/ levy/ charge is levied on the Project as a whole; or
- (b) A sum equivalent to the incidence of such tax/ levy/ charge applicable to the Shop, in case such levy/ tax/ charge is levied directly on the basis of the Carpet Area of the Shop, and, or on the basis of the total cost of the Shop.

iv. The Total Sale Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges and/or any other cost/charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

It is however clarified that any other statutory deposits, demands and/or charges made/payable by the Company to the Authorities in relation to agreements, development, Shop, electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Shop shall be paid by the Allottee separately as per the demand raised by the Company.

v. In case the Allottee wishes to finance the purchase of his Shop/unit in the project through loan

from a bank/ financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the payment schedule will rest exclusively on the Allottee. The Company shall only facilitate the process. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed/opted payment schedule. The Allottee shall be solely responsible to ensure the disbursement of payment to the Company. The Allottee shall be solely bound to comply the terms of the financing agency and the Allottee shall indemnify the Company from all consequences accruing on account of having financed the shop. In case the Allottee opts for a loan arrangement with any bank/financial institution for the purpose of purchase of said Shop, the conveyance of the said Shop in favour of the Allottee shall be executed only upon the Company receiving 'No Objection Certificate' from such bank/financial institution.

- (iv) That out of the total sales consideration stated above, the allottee has already paid **Rs. 2,50,000/- (Rupees TWO LAKH FIFTY THOUSAND ONLY)** till date as detailed herein below, which the Company admits and acknowledges

Cheque No.	Date	Drawn on	Amount (Rs.)

That the balance sales consideration of **Rs. _____/-** (**_____ ONLY**) is payable by the allottee as detailed hereunder;

FLEXI PAYMENT PLAN (_____)

Event/ Date	Total amount Paid including GST

(v) That timely payment of the amounts specified in this Allotment, is an integral pre-requisite under this Allotment and the Agreement for Sale. In the event the Allottee defaults in the timely payment of any amounts payable in respect of the Shop in terms hereof, the default payment shall attract interest at Applicable Interest Rate as defined hereinabove from the date when such amounts become due for payment until the date of receipt by the Company. Notwithstanding the Applicable Interest Rate, in the event any payment is delayed beyond a period of 60 (Sixty) days from its due date, the same shall be deemed to be a breach of this Application and the Agreement for Sale and an Event of Default as described hereinafter. That all such payments shall be made by demand draft/banker's cheque/cheque payable at Delhi/ NCR or through RTGS/ NEFT based on details provided by the Company from time to time. No cash payments or any post-dated payment instruments shall be acceptable.

The Company shall not be responsible to the Allottee or towards any third party that might have made payments/remittances to the Company on behalf of the Allottee in respect of the Shop and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the Shop even if any payment has been made by such third party. The Allottee shall remain solely, absolutely and directly responsible for any third party payment that the Company may receive against the Shop.

The Company is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliances with Applicable Laws in this regard. Notwithstanding the source of any payment, the Company shall issue the payment receipts only in favour of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Shop. Any delay, shortfall in or denial of any payment to the Company shall be to the risk and consequence of the Allottee in terms hereof. In addition, the Company shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Company under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Sub-Lease Deed. The Allottee shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the Company indemnified against all claims made against the Company or the Shop by such persons.

(vi)That the Allottee(s) in order to pay for the consideration of the Shop may have it financed from his/her employer or any financial institution/ banks etc. which shall be subject to the following conditions:-

The Allottee shall indemnify the Company from all consequences accruing on account of having financed the Shop. The Allottee shall be solely bound to comply the terms of the financing agency. The responsibility of getting the loan sanctioned and disbursed, as per the Company's payment schedule will rest exclusively on the Allottee. The Company shall only facilitate the process. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed Company's payment schedule. The Allottee(s) shall be solely responsible to ensure the disbursement of payment to the Company. The payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provision contained in clause 3(ii).

That in case the Allottee opts for a loan arrangement with any financial institutions/banks, for the purchase of the Said Shop, the conveyance of the Said Shop in favour of the Allottee shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.

That the Allottee before making full payment and execution of sub-lease deed cannot assign his rights, titles and interest in the shop without the prior written consent of the company. The company at its sole discretion may however allow first transfer of the allotment before execution of sub-lease deed free of cost. However in case of any subsequent transfer the same shall be permissible on payment of a transfer fee of two per cent of the total sale price, as prevailing at the time of desired transfer, subject however upon the expiry of fifteen months from the date of execution of the Agreement for sale of the said shop. The Company shall always have a first right to buy back the said shop at the declared sale value. The sale consideration and the terms and conditions for the above said transfer between the transferor, (to whom the Company had allotted), and the transferee shall be settled mutually between them. The Company shall act as a facilitator, not having been financially benefitted and as such not liable for any consequences of such transfer.

(vii)That the interest, in the Limited Common Areas, Common areas, Independent areas and facilities and undivided interest of each Allottee in the land underneath the building as decided by the Company or else specified by the Company in any declaration (which may be filed by the Company in compliance

of the Act) shall be conclusive and binding on the Allottee. The Allottee agrees and confirms that the rights, title and interest of the Allottee in the Said Shop, Limited Common Areas, Common areas, Independent areas and facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the Company in such declaration.

(viii)That the allottee would be required to join the separate' Welfare Association, by whatever name called, and established for the purpose of taking care of allottees' common interests as well as for taking over the responsibility of maintenance of the said complex after the mandatory period of 24 months, for which the maintenance of the complex will be undertaken by the company. The association may be formed by the company or by the allottees themselves. The Allottee agrees to pay all fees, charges thereof and to complete such documentation and formalities as may be necessary for registration of such association as well to enable the said association to discharge its role effectively.

(ix)That the Allottee agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the applicable act as amended up to date or any other applicable laws can substitute the method of calculating the undivided proportionate interest in the land underneath the Said Building and in Common areas and facility and independent areas in any declaration with respect to Said Shop.

(x)That the allottee undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Shop or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the Application The Allottee shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Allottee till the Said Shop is assessed separately as on 31.03.2010.

2. CONSTRUCTION/FACILITIES OF SHOP: -

(i)That the specifications for the Shop are shown in the specification sheet attached hereto. The Company may on its own provide additional/better specifications and/or facilities other than those mentioned in such specifications sheet, or sale brochures or due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes will be borne by the Allottee(s) and shall be paid as and when demanded. No specific consent from the individual Allottee shall be taken for any such changes

(ii)That the Allottee understands that in case of change in the location of the Said Shop due to change in the layout plan/building plan of the Said Complex/Said Building/Said Shop or otherwise, the Company shall take the previous consent of the Allottee and shall ensure that such changes are carried out in accordance with Applicable Laws including but not limited to the relevant building bye-laws.

(iii)That the Company may undertake to complete the construction of the said complex is a single composite phase or in more than one phases if any. That in such case the completion certificate for each phase may be sought by the company from the competent authorities separately for each phase and accordingly the possession in the said complex will be handed over in phases to the allottees. Whereas the Company will ensure that each phase is isolated, to the extent possible, from other phases of construction in the said complex, the allottee will not be entitled to raise any objection to the continuation of construction work on other phases in the said complex or refuse to take over the possession of his shop in the phase already completed, merely on the ground that the construction work in other phases was going on.

(iv)That If there is any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the Project, the Company shall obtain the previous written consent of at least 2/3rd of the Allottees in such building(s) in the Project who have agreed to take Shops in such building, before undertaking any change;

(v)That, in case of any major alteration/modification resulting in more than 10% change in the Said Shop or material change in the specifications of the Said Shop, any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Allottee will be informed in writing by the Company of such change and the difference in price of the Said Shop to be paid by him or refunded to him by the Company as the case may be. The Allottee agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his consent to all the alterations/modifications. If the Allottee objects to such change in writing, within the permitted time the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Allottee along with interest 9% interest per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years and the Allottee agrees that the Allottee shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the Said Shop in a manner in which it may deem fit

(vi)That the Company shall be providing internal services within the precincts of the Complex, which inter alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines, (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external or peripheral services, such as, water, sewer, sewerage disposal, storm water drains, road, solid waste disposal and horticulture, are to be provided by the Government or the concerned Local Authority up to the periphery of the complex.

(vii)That the following features constituting the basic amenities for the Shop shall be provided by the Company:

- **Installation of fire fighting arrangement at all floors**
- **Other features/fixtures as mentioned in specifications.**
- **Additional features available on payment: -**
- **Usage rights of open/covered parking space if available shall be allotted on extra cost as fixed by the Company.**

(viii)That the parking space in the basement as allotted to the Allottee shall be an integral part of the said shop which cannot be sold/ dealt with independently of the said shop. The Allottee may apply for parking space which may be allotted subject to availability and at the prevailing price. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The Allottee agrees that parking space allotted to the Allottee shall not form a part of common area of the said shop/said building/said complex but is an independent area as detailed in disclosure.

(ix)That the company also proposes to provide for an option to the Allottee/s for installation of a car lift/ hoist, at his own cost and expense, in the covered Mechanical car parking space allotted to the Allottee/s at the Complex, to provide for an additional tier for parking of one additional car. The installation, maintenance and other expenses involved in the erection and maintenance of such equipments will be borne entirely by the Allottee/s himself. The company will provide a maximum header of 3.60 metres, from the ground level for this purpose. The Allottee/s will be responsible to ensure that the height of each particular tier of parking will be sufficient to take care of his specific height requirements according

to the type of vehicle proposed to be parked in each tier. This option can be exercised by the customer only upon written authorization of the Company and may also entail levying of additional charges in lieu of recurring requirements of electrical power for the said lift/ hoist.

(x)That the company reserves the right to further allot the un-allotted parking(s) as of the date of handing over of the maintenance of the said complex to the Resident's Welfare Association of the said complex (RWA). The RWA or the allottees of the shops shall not have any right whatsoever over the usage of un-allotted parking spaces, and the rights, title and interests in the same shall vest with the Company.

(xi)That for security reasons, no car/vehicle parking is allowed inside the Complex, except in case of those allottees, who have reserved the car parking space. If any vehicle of any nature whatsoever is found parked without necessary authorization/ reservation, the company reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.

3. CANCELLATION/ FORFEITURE OF ALLOTMENT:-

- (i)** **That** in case the allottee requests the company for cancellation of the allotment, the same may be agreed to by the company subject to forfeiture of 10% of the total price, non refundable amounts and payments made to financing bodies for loans of the Shop. The amount(s), if any, paid over and above, the Earnest Money, any amount paid to the financing bodies and any Non Refundable Amount, would be refunded to the Allottee by the Company only after realizing such amounts from resale of the Said Shop or six months from the date of cancellation whichever is earlier but without any interest or compensation of whatsoever nature.
- (ii)** Upon the occurrence of any Event of Default, the Company may, at its sole discretion, and without prejudice to any other right / remedy available under Applicable Laws, call upon the Allottee by way of a written notice to rectify/ cure the Event of Default within a time period of 30 (thirty) days. On the failure of the Allottee to do so and without prejudice to any other right or remedy available to the Company under Applicable Laws or as otherwise envisaged in terms hereof, the Company shall have the right to cancel the allotment under notice to the Allottee. The Shop shall vest with the Company absolutely and the Company shall refund the monies received by the Company till the date of such cancellation, subject to forfeiting the Earnest Money to the Allottee on or before 45 days of cancellation. It is hereby clarified that the Allottee shall not be entitled to any refund of the amounts paid by him or due from him towards Taxes, Maintenance Charges, interest on delayed payment(s), etc. The Company shall thereafter be free to resell and/or deal with the Shop in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money as may be applicable etc. would be refunded to the Allottee(s) by the Company only after realizing such amounts on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Shop for all its dues payable by the Allottee to the Company.
- (ii)** Notwithstanding anything contained in this Application, the Company agrees and acknowledges that nothing contained in this Article shall restrict the rights of the Allottee to approach the Real Estate Regulatory Authority in relation to cancellation of allotment upon the occurrence of an Event of Default.

4. POSSESSION:-

- (i) Subject to the terms and conditions of this allotment and timely payment by the Allottee/s of the Total Sale Consideration, and other charges due and payable according to the Payment Plan and except for any delay on account of any Force Majeure Event, the Company estimates completing the construction of the Shop and issuance of the Possession Notice of the Shop in accordance with the stage – wise completion schedule for the Project, i.e. on or before 31st December' 2021 ("Completion Date"). If the Company fails to complete the Shop by the end of the Completion Date and subject to the occurrence of a Force Majeure Event & extension granted by the Real Estate Regulatory Authority, it shall be liable to pay to the Allottee compensation calculated at the Applicable Interest Rate over the amount received by the Company till the date on which the Shop is offered for Possession to the Allottee.
- (ii) Similarly, the customer would also be liable to pay holding charges @Rs.5/- per sq. ft per month, if the allottee fails to take possession within 30 days from the date of issuance of the offer of possession to the Allottee, which both parties agree as a just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall have no other rights/claims whatsoever, provided the Allottee is not in breach of any of the terms of this application/allotment. The adjustment of such compensation shall be done at the time of execution of conveyance deed only.
- (iii) That the penalty as detailed and stipulated in this para shall be payable only in case the allottee(s) has made timely payment of all due installments as stipulated in the agreed payment schedule. However in case of any non compliance of agreed payment schedule by the concerned allottee(s), the stipulated with regard to the payment of the agreed penalty by the developer shall be deemed to have been waived off by the allottee(s) and he shall not be entitled to any such payment under and in terms of this booking.
- (iv) The Company agrees that if it is of the opinion that it will not be able to adhere to the timelines mentioned in the stage – wise completion schedule of the Project, and the registration certificate for the Project under the RERA, it shall submit an application seeking extension of registration of the Project to the Real Estate Regulatory Authority, in accordance with the applicable Regulations.
- (v) **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 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 completion delay in possession will be confined upto the date of applying for the completion certificate only. Without prejudice to any other right that may be available to the Company under Applicable Laws or otherwise, in the event the Allottee delays or otherwise fails, subject to any rectification of any defect by the Company, to take over the physical possession of the Shop before the Possession Notice Expiry Date, the same shall be an Event of Default under this Application and Agreement for Sale, and without prejudice to the right of the Company to terminate this Application/ Agreement to Sell or any other right/remedy available to it under Applicable Laws, the Allottee shall be liable to pay to the Company the holding charges @ Rs. 10/- per sq. ft. of Carpet Area of the Shop from Possession Notice Expiry Date till the date of taking over the possession of the Shop by the Allottee ("**Holding Charges**") as the cost of necessary upkeep and maintenance of the Shop in addition to the applicable Maintenance Charges and interest on delayed payments until the actual taking over of the possession by the Allottee. If the Allottee(s) fail(s) to come forward to take possession of the Shop for a period of six (6) months from the Possession Notice Expiry Date, then the Company shall be entitled to cancel the allotment of the Shop and refund all monies paid by the Allottee(s) after deducting the Earnest Money along with the interest on delayed payments, brokerage, other charges, Holding Charges and taxes if any incurred

by the Company. The adjustment of such compensation shall be made only at the time of execution of *sub lease* deeds.

- (vi) Subject to this Application and the Allottee performing all obligations mentioned herein, express or implied and the Agreement for Sale, once the Shop is developed and ready for handover, the Company shall issue a written notice within a period of 60 days from the date of issuance of occupancy certificate by GNIDA ("**Possession Notice**") to the Allottee requiring the Allottee to complete the following requirements within 30 (thirty) days of the date of such Possession Notice ("**Possession Notice Expiry Date**") and complete such other documentary requirements as may be necessary and the Company shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this Application and the Agreement for Sale, permit the Allottee to assume possession of the Shop simultaneous with:
- (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
 - (ii) Payment of the entire Conveyance Charges as demanded by the Company;
 - (iii) Execution of necessary indemnities, undertakings, Project Maintenance Agreement and the like as may be required or determined by the Company in respect of the Shop and in the formats prescribed by the Company and to get the same stamped and registered, if required under Applicable Laws with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee.
- (vii) **That** the penalty as detailed and stipulated in the foregoing para shall be payable only in case the allottee(s) has made timely payment of all due installments as stipulated in the agreed payment schedule. However in case of any non compliance of agreed payment schedule by the concerned allottee(s), the stipulation with regard to the payment of the agreed penalty by the developer shall be deemed to have been waived off by the allottee(s) and he shall not be entitled to any such payment under and in terms of this booking.
- (iv) **That** the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Allotment letter and in case of termination, the Allottee shall be entitled to refund of the Amount(s) deposited by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment letter.
- (v) **That** the Company, may in view of the aforesaid circumstances, constituting force majeure abandon the project, and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Allottee, along with simple interest @ 9% per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years, from the date of receipt of such amount and the Allottee shall have no other claim of any nature whatsoever.
- (vi) **That** the possession of the unit shall be handed over on receipt of all the dues, documentation, satisfaction of the Allottee and fulfillment of the conditions as stipulated in the agreement of sale, and after transfer of title as permissible in law.

- (vii)That** the Allottee(s) after taking possession of the Said Shop or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the Said Shop, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, statutory approvals/NOC's, building material or for any other reason whatsoever. The Allottee(s) shall be at liberty to satisfy himself in all respects at the time of taking over of possession/execution of tripartite sub lease deed and if not satisfied in any manner, may seek cancellation, within 30 days, of the offer of possession, in which case the refund shall be made as per the agreed terms.
- (viii)That** the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the Said Shop as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the Said Shop sold to the Allottee.
- (ix)That** Allottee(s) agrees that in case during the course of construction and/or after the completion of the building, further construction on future block within the Complex becomes possible which shall not be objected by Allottee(s) in recognition of the company having exclusive right to take up or complete such further construction as belongings to the Company notwithstanding the designation and allotment of any Common areas as Limited Common Areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Allottee, in the Common areas and facilities and Limited Common Areas and facilities, as originally worked out. The saleable area is and continues to be identifiable with the built up area of the shop for all intents and purposes.
- (x)That** until a sub lease deed is executed and registered in favour of the allottee, the Company remains to be the owner of the entire shop along with its features, fittings, fixtures, appurtenant amenities etc., which are identifiable with the subject shop. The payment of paid or promised or part paid and part promised price of the shop by the Allottee (s) does not give him/her any right, title, interest or claim over the shop and not tantamount to transfer of ownership with the Company reserving a right to revoke/cancel the allotment and to refund the amount received along with simple interest @ 9% per annum from the date of receipt till it is paid, which is approx. the present bank rate for financial instruments involving maturity period of more than three years. It is further clarified that the Company is not constructing any shop as a contractor of the Allottee(s) but on the other hand Company is constructing the Complex as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the Shop after execution of the tripartite sub lease deed. The Company continues to have first lien and charge on the shop for all its dues that may become due and payable by the Allottees(s) to the Company.
- (xi)That** the physical possession of the unit will be given only after execution of the sub-lease deed in favour of the allottee. Until the sub-lease deed as permissible in law is executed & registered, the Company shall continue to be the owner of the shop. The allotment is non-transferable and does not give any rights, title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the shop for all its dues that may become due and payable by the Allottee(s) to the Company.
- (xii)That** in case the Allottee fails to execute the **sub-lease** deed within six months from the date of dispatch of offer of possession for execution of sub-lease deed failing which the Company shall have discretion to treat this allotment as cancelled and on such cancellation, the Earnest Money (hereinafter defined) along with Non-Refundable Amounts (hereinafter defined), which is paid by the Allottee shall stand forfeited. The Company shall refund balance amounts upon realization of money from resale of the Said Shop or six months from the date of cancellation whichever is earlier. The Allottee understands that the Company has no other liability of any kind except to refund this amount.

(xiii) That the Allottee understand if for any reasons, the Company is not in a position to finally allot the Said Shop by the date of completion, the Company shall refund the amounts deposited by Allottee (except non refundable amount) with simple interest at the rate of 9% per annum which is approx. the present bank rate for financial instruments involving maturity period of more than three years ,calculated for the period such amounts have been lying with the Company for which the Allottee will give notice to the Company, as per above.

(xiv) That the Allottee shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the Said Shop, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Shop and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Allottee, with simple interest at the rate of 9% per annum which is approx. the present bank rate for financial instruments involving maturity period of more than three years for the period such amounts have been lying with the company provided that the Allottee is not in breach of any terms of this Allotment.

(xv) That subject to the other terms and conditions of this Allotment, on and after the payment of total price, and other charges and dues as per the Allotment, the Allottee shall have: -

- a) Exclusive ownership of the area of the Said Shop.
- b) Undivided proportionate interest in the land underneath the Said Building calculated in the ratio of saleable area of the said shop to the total saleable area of all the shops in the Said Building
- c) Undivided proportionate interest and right to use Limited Common Areas of the Said Building and pro-rata interest in the Common areas in the complex (hereinafter defined),
- d) The Allottee shall have no right whatsoever in the Independent areas and facilities (hereinafter defined). The right of usage of the above said facilities is subject to observance by Allottee/s of covenants herein and upto date payments of all dues by the Allottee(s) as already detailed in this agreement.
- e) Right to exclusive use of the allotted parking space(s); and the right of usage of common facilities is subject to observance by Allottee/s of covenants herein and upto date payments of all dues by the Allottee(s) as already detailed in this agreement.

(xvi) The Allottee hereby agrees and acknowledges that other than the land over which the Project and Common Areas shall be constructed, the Allottee shall not have any right, title and interest in any other component of development i.e. the Independent Areas such as commercial, offices, retail spaces, club, restaurant, etc. and such spaces are outside the purview of the Project, and shall be considered as 'independent areas' for the purposes of the Apartment Act. The Allottee agrees that such Independent Areas may form part of the common layout being sanctioned for the commercial component of the Project, however, notwithstanding anything, the Allottee shall not have any rights/title and interest in such Independent Areas. The Company shall be entitled to develop the Independent Areas and sell/transfer/assign/encumber/lease the same in such manner as may be deemed fit by the Company. No representation is being made by the Company to the Allottee with respect to the development of Independent Areas. The Allottee is fully satisfied and hereby acknowledges the contents of this clause. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent areas or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the Allottees of the complex.

(xvii)That subject to the rights of Allottee(s) as already stipulated in the preceding paras the Allottee(s) hereby covenants with the Company that from the date of the receipt of the possession notice of the Said Shop or the date of receiving deemed possession, as provided herein before, he/she/they shall, at his/her/their own cost, keep the Said Shop, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He shall neither himself do nor permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-laws of the Greater NOIDA Authority or any law for the time being in force or any rule or notification issued by the local or other authority.

(xviii)That the Allottee(s) agrees not to use the said shop or permit the same to be used for purpose other than for commercial or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other shops in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the shop which tend to cause damage to any flooring or ceiling of any shop over or below or adjacent to his shop or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

(xix)That the Allottee(s) hereby agrees that he/ she/ they shall comply with and carry out from time to time after he/she/they has/have been put in possession or deemed possession of the shops, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Greater NOIDA, Municipal Authority, Government or any other competent Authority in respect of the Said Shop and the land on which the Said Building is situated at his/their own cost and keep the company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by all the Allottee(s) in proportion to the saleable area of their respective shops. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee(s) to the Company and the same shall be payable on demand.

(xx)That the Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any, and notifications or any Government directions as may be in force, permit the Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Company may impose which shall not exceed the charges being levied by the Greater NOIDA, in such cases, the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/transfer/assignment of shop. However, in the event of any imposition of such executive instructions at any time after the date of this Allotment to restrict nomination/transfer/assignment of the shop by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.

(xxi)That In case of any natural calamity or any other adverse situation of any kind after possession, the Company shall in no way be responsible for all or any of the losses/ damages of any kind. The Allottee(s) of Shops, shops, convenient stores, saloon, restaurants/bar and kitchen shall be entitled to their proportionate interest in the land underneath the Said Building (in which the same are located), calculated in the ratio of saleable area of the Allottee to the total saleable area of the Said Complex.

(xxii)That the Company covenant with the Allottee that on the Allottee/s paying the dues and Performing the terms of agreement and stipulations on his/her/their part herein contained shall peaceably hold and enjoy the said shop without any interruption by any person.

(xxiii)That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.

(xxiv)That It is admitted, acknowledged and so recorded by and between the parties that the Allottee(s) shall under no circumstances will be allowed to carry out any change whatsoever in the layouts, elevations, outer colour scheme, and any areas in the shop. In case of non-compliance of these provisions by the Allottee(s) the Company without any formal notice shall be at liberty to restore the original elevations and/or outer colour scheme, entirely at the costs and risks of the Allottee/s. Such non-compliance shall be treated as a cognizable offence under the relevant laws of the land and shall lead to cancellation of the tripartite sub-lease deed by the lessor, i.e. Greater Noida Industrial Development Authority (GNIDA). These provisions shall be applicable during the pendency of the entire lease period.

(xxv)That the ownership of "Independent Areas" shall vest with the company. The company shall be free to dispose of the same on such terms and conditions as it may deem fit. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent area or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the allottees of the complex.

(xxvi)That If the Company incurs any expenditure towards the registration of the shop, the same will be reimbursed by the Allottee(s) to the Company. In case the stamp duty or other charges payable by the Allottee(s) to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the company, such discount availed by the Allottee(s) shall be reimbursed to the Company prior to registration.

5. MAINTENANCE

(i)That the Allottee agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Maintenance Agency. The Allottee agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Allottee shall pay and clear all dues at the time of offer of possession. That an interest free maintenance security deposit @Rs. _____ /-- per sq. ft. of the saleable area and Sinking Fund @ Rs. _____ /- per sq. ft. of the saleable area shall be paid by the Allottee to the Company before possession. Further the general monthly maintenance charges @ Rs.6/- per sq. ft. on saleable area and monthly club usage charges shall be payable in advance by the Allottee to the Company/ Maintenance Agency for a period of **24 months** only and upon the expiry of said period of **24 months** from the date of final completion of the said complex, the same shall be payable by the Allottee on a monthly basis. The maintenance charges have been fixed in the context of the prices prevailing as on _____.

(ii)That The enhancement/variation in the maintenance charges shall be subject to the increase in the cost of various inputs such as wages/salaries of necessary personnel, costs of various materials, including but not limited to the necessary various petroleum products for the provision of the maintenance services

in the complex, and the said enhancement/variation would be directly in proportion to the annual percentage change/increase in the consumer price Index, as detailed hereunder:

Maintenance Charges and applicable Price Escalation

1)- Existing Maintenance charges :

Current Maintenance charges as on _____ are Rs 6.00 per sq.ft. **per month** of saleable area of the shop.

2)-Price variation (Increase / decrease) in maintenance charges due variation in Labour wages and Petrol/Oil/Lubricants (POL):

A)- Adjustment for variation in wages of Labour:

If during the currency of maintenance period, the minimum wages of labour are increased by the competent authority under the Minimum Wages Act, the maintenance charges shall be revised (increase/decrease) accordingly on quarterly basis .

Variation for labour wages shall be worked out as under.

$$VL = M \times (Y / 100) \times ((Li - Lio) / Lio)$$

Where VL is Variation due to labour wages (*i.e. increase or decrease in the amount in Rs. -to be paid or recovered*)

M: - 100% value of Maintenance charges

Y :-Labour component i.e. 75 % (Seventy five percent) of Maintenance charge

Li :- Revised minimum wages of un – skilled adult male labour , fixed under any law , statutory rule or order , or applicable in the state where the project is located as applicable on the last date of the quarter previous to the one under consideration.

Lio:- Minimum wages of un – skilled adult male labour , fixed under any law , statutory rule or order , or applicable in the state where the project is located as applicable on 31st March, 2013

B)- Adjustment for variation in POL :

$$VF = M \times (Z / 100) \times ((Fi - Fio) / Fio)$$

Where **VF** is Variation due to cost of Fuel , Oil & Lubricant (*i.e. increase or decrease in the amount in Rs . to be paid or recovered*)

M :- 25 % value of Maintenance charges

Z :- Component of Fuel , Oil & Lubricant in percent of the Maintenance charges (**i.e. 25 %**)

Fi :- All India whole sale price index for Fuel , Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India Ministry of Industry and Commerce , New Delhi as applicable on the last date of the quarter previous to the one under consideration.

Fio:- All India whole sale price index for Fuel , Oil & Lubricant valid on 31st March, 2013

(iii)That the Annual Maintenance Charges of the lifts, escalators installed in the complex and pumps and other equipments in the Complex shall be borne by the Company for a period of 24 months(which is included in the above mentioned maintenance charges), only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the Allottee to bear the said charges on an actual basis.

(iv)That the shop shall be used for the commercial purpose only and not put to use for any purpose, which is likely to cause public nuisance or not permissible under the law. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the shop's owners or associations of shop's owners. They also shall not be permitted to closing of verandah, lounges,, common corridors, even if particular floor/floors occupied by the same party. Any alteration in the 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, signboard, publicity or advertisement material outside the shop or anywhere in the common areas shall not be permitted. Any type of change inside the shop 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 beam, RCC wall supporting whole the structure therefore no change is allowed.

(v)That the Common areas electricity & water charges shall be payable on monthly basis by the allottee on equal basis , whereas Electricity actually consumed by the allottee, power back up charges and replacements if any applicable, will be charged as per actuals. A common bill will be raised every month for the maintenance/ electricity charges and other related expenses through the electric meter. Upon payment by the allottee, his account will be credited by issue of pre-paid vouchers through the electricity meter. Moreover, the Company/maintenance Agency of the Company shall have the right to cut off/withhold or in any manner curtail or reduce any essential supply/service enjoyed by such Allottee, that may include disconnection of water/sewer and power/power backup connections, usage of parkings facilities and debarment from usage of any or all common facilities or any individual services, within the complex, in case the Allottee fails or neglects to pay the maintenance or any other charges, (general or common) for a period of sixty days.

(vi) “The Company also proposes to provide facility of air conditioning by ceiling suspended water cooled package AC units to all the allottee/s in respect of their shops in the said commercial complex at a proportionate rate of Rs. 400 per sq feet (Rupees Four Hundred per sq. feet only), which shall be charged extra over and above the stipulated basic cost of the shop. The operating cost towards the cool water supply system will be charged extra. However, ducting, air distribution & grilles/diffusers inside the shops will be arranged by allottee/s based on their interior layouts.”

(vii)That the Company/maintenance agency may maintain the complex, subject to payment of maintenance charges, for a maximum period of twenty four months only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the Allottee to bear the said charges on an actual basis. On expiry of the above said period of twenty four months period or at any time before or thereafter, the maintenance services of the Complex shall be handed over to a legally constituted association of shop owners at any time after the receipt of written request in this regard from all Allottee(s) of the complex.

(viii)That at the time of handing over of the maintenance of the complex to the Allottee/s, the un-utilized balance security deposits, if any, shall be transferred to the respective Allottee/s only. The Company/maintenance agency may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The maintenance shall be handed over to the Allottees, as per the provisions detailed in para 5(vi) above.

(ix)That the Allottee(s) specifically consents to sign the “Maintenance Agreement”, with the Company or with the agency undertaking the maintenance activity before taking over of possession, for facilitating the running of required infrastructure facilities.

Further, the Maintenance Agreement inter alia shall broadly contain the following:-

- The scope of maintenance.
- The charges pertaining to the Maintenance of common facilities/ services and independent areas and facilities/services.
- The period, the Maintenance Agency shall maintain the common services and facilities.
- Maintenance of fire-fighting arrangement in the complex.
- Maintenance of lifts.
- Maintenance of centralized security of the complex
- Providing conservancy facilities.
- AMC of fire fighting equipments, lifts, water softening plant, pumps and motors, power back up system, transformer and electricity distribution systems, intercom and any other common facility etc. (to be shared on equal basis).
- Running charges for power back up (to be paid for separately). Other services originally provided in the complex and independent areas and facilities.

(x)That the maintenance of the shop including all walls and partitions, sewers, drains, pipes, shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities.

(xi)That it shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) of the complex at the time of taking over of the possession

(xii)That only common services shall be transferred to the Allottees. Independent areas and facilities: shops, convenient stores, saloon, restaurants / bar and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parkings in the complex, all rights in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the saleable area shall vest with the company and shall not be handed over to the Allottee(s). Post handover all the residuary rights for maintenance in the complex including various installations for maintenance shall vest either with the Company or with individual Allottees only and the residuary rights in respect of the prepaid meter system shall continue to vest with the Company till such time the electric connection from the state authorities are got transferred in their own name.

(xiii)That the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.

(xiv)That the Allottee(s) will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

(xv)That if before the expiry period of 24 months as mentioned in Para 5 (vii) above, it is observed by the Company that the Allottee(s) are not in a position or interested in taking over the maintenance of the common services after 24 months as stipulated, in that case company may at its sole discretion continue with the maintenance and the company reserves the right to revise the terms of the maintenance agreement. The decision of the Company in this respect shall be final and binding. However, it is admitted and acknowledged and so recorded by and between the parties that the terms of maintenance

of common services shall in no way be binding on the Company beyond 24 months from the final completion of the said complex, except as stated above. However the Company if it so desires may discontinue the maintenance services even before the expiry of the said 24 months period. In such an event one month prior notice shall be served on the Allottee(s).

(xvi) That in terms of the Act, there will be a Defect Liability Period, of five years from the date of offer of possession, during which the company shall be liable to rectify the defects, if any, in the structure of the said complex. However, all cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations, such as damage resulting from war, fire, earthquake, floods etc. and shall not be applicable on the bought-out-items, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the company shall co-operate with the allottee in sorting out the matter.

(xvii) Upon assuming possession of the Shop, the Allottee may, carry out interior works in the Shop as per the requirement and use; provided no structural alterations or modifications are done to the Shop and no walls or other permanent constructions are broken or new walls or permanent constructions made that changes the internal layout plan of the Shop. Before commencement of interior works, the Allottee shall take prior written consent of the Company /MSA/Association and adhere to the directions/requirements specified by them and subsequently no alternation work should be carried out by the Allottee without obtaining prior written permission from the Company /MSA/ Association. The Allottee shall ensure that no work carried out by him will in any manner affect the Shops of other owners or Common Areas. In the event any damage is caused to other Shops or Common Areas, the Allottee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Company indemnified at all times. Any internal works carried out in the Shop shall not cause damage to the Shop, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Shop e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Shop and shall not pose any risk or hazard of fire. Any damage caused to other Shops and the Common Areas due to such internal works shall be made good at the cost of the Allottee.

xviii) The Allottee agrees and undertakes that it shall not, display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Shop or anywhere outside the Shop except the place as earmarked for the said Shop.

xix) The Allottee shall maintain the Shop in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Allottee.

xx.) The Allottee agrees and undertakes to use the Shop for commercial purpose and for permitted use under Applicable Laws. The Allottee shall not use the said Shop of the any purpose which may or is likely to cause nuisance or annoyance to occupiers of other shops in the building or for any illegal or immoral purpose/activities thereon. The Allottee shall abide by all Applicable Laws and guidelines as may be prescribed by the Authority/ Company/ Association/ MSA from time to time.

xxi) The Allottee shall not use the said Shop for any business which is not appropriate to ambience of the Building, i.e. Pan Shop, Cigarette Shop, Meat, Chicken or Fish Shop, automobile repair shop or any other business which is declared objectionable at the sole discretion of the Company of MSA. The Allottee shall also not use the said Shop for sale/serving of alcoholic drinks until and unless he is in possession of all necessary licenses and approvals in the regard

from the competent authorities. In such case the Allottee shall display such license/approvals at the entrance point of the said Shop and would be properly visible.

xxii) In particular, the Allottee shall abide by the following:-

- i. The Allottee will not install any window shades, awnings, window grills, air conditioning / heating units or any other equipment in the Shop (except at such designated places as may be specified by the Company) without intimating the Company / MSA/ Association of the same;
- ii. Vehicles shall be parked only at designated Car Parking Spaces;
- iii. The Allottee shall neither encroach upon any of the Common Areas, passages and corridors or obstruct any amenities/services available for common use nor store any article in such areas or block the same in any manner whatsoever;

The Allottee shall not do anything that alters or changes the external façade, color scheme and texture of the Shop and shall not put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants

6. IFMS/ SINKING FUND:-

(i) That the allottee shall pay interest free maintenance security deposit @ Rs.100/- per sq ft. of the saleable area and Sinking Fund @ Rs.____/- per sq. ft. of the saleable area shall be paid by the Allottee to the Company before possession, as and when any plant & machinery within the building or the complex including but not limited to generating sets, lifts, fire fighting arrangements, electric sub-station, pumps, or any other plant/equipment of capital nature etc. require replacement and up gradation, the cost thereof shall be met out of the replacement/sinking fund. In case, the funds available in the said replacement/sinking fund are not be sufficient to meet the requirement of the occasion for any such replacement, the Company or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timing or cost thereof and the Allottee(s) agrees to abide by the same. A separate account of sinking fund shall be kept and rendered/ displayed on the notice board. The balance amount of sinking fund at the time of handing over of the maintenance to the Allottee(s) shall be refunded to the respective Allottee(s) at that time.

(ii) That so long as the maintenance and replacement charges are paid regularly, as provided in these present, the Allottee(s) or anyone else lawfully claiming under him/her, shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Allottee(s) has paid securities, it shall not be open to the Allottee to claim usage of any rights of the common facilities and that the Company, in its sole discretion, shall be entitled to stop/deny the usage of such common facilities to the Allottee(s). The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee(s).

7. SECURITY:-

That the Security arrangement is proposed to be provided in the said complex. Accordingly, for the purpose of safety and security of the residents in the said complex, the maintenance agency shall be free to regulate the entry/ exit of outsiders into out of the complex .The company will, however, not be liable for any incident resulting in damage to any person or property in the said complex attributable to negligence or non-performance of its obligation by the Security/ Maintenance Agency. The Allottee(s) indemnifies the Company/maintenance agency against any losses or damages of all

kinds that may be caused due to any manual/mechanical failure of equipment installed or from any liability of any kind after handing over the possession of the allotted unit.

8. ELECTRICITY/ POWER BACK-UP:-

Subject to such Approvals from the Authorities as may be necessary in this regard, the Company/MSA may provide an appropriate power backup at the Project for which the Company and/or its agents and/or the MSA, as the case may be, shall have the sole right to decide the capacity and type of the power back up equipment/plant/machinery as may be considered necessary for the purpose. The fixed KVA load per Shop ("**Connected Load**") for the power back-up infrastructure as per the sizes of the Shop shall be as per applicable norms of the relevant power distribution company, and in accordance with Applicable Laws.

The Allottee shall be required to pay charges as specified per KVA of Connected Load as and when demanded by the Company and shall also pay for the monthly electrical usage charges for the power consumed and power back-up as specified by the Company/MSA from time to time plus applicable Taxes thereon based upon expenditure incurred for fuel, spares and consumables, depreciation and other wear and tear of plant, equipment and machinery, repairs and replacements etc. with appropriate application of the administrative costs of the MSA, and any failure to pay the same shall entitle the Company /MSA to suspend the provision of maintenance services including the power back-up supply. Such power back-up usage charges as per meter installed for the Shop would be charged separately by the Company/ MSA.

The Allottee agrees and understands that the Company shall, subject to such Approvals as may be necessary and requirement of relevant discom, enter into an arrangement for bulk power supply to the Project to which the Allottee shall not have any objection and hereby gives its consent to any such arrangement for power including it being an exclusive source of power supply to the Project and the Allottee has agreed that such power supply may be provided by the Company/ MSA. The Allottee agrees that this arrangement could be provided within the Project by the Company directly or through any group company of the Company or through any arrangements that the Company may have with the MSA. The Allottee agrees that such bulk power will be supplied to the Shop and the Allottee agrees not to avail any other source of electricity / power for the Shop. The Allottee hereby confirms and agrees to pay all such electricity usage charges, plus all the applicable Taxes, thereon based upon actual consumption of electricity supplied from such source, to the Company/ MSA as per the meter installed for the Shop and also pay electricity connection & meter charges as specified in **Annexure-B**. Electricity usage charges would be separately charged by the Company/ MSA at such rate determined by the Company / MSA in accordance with the requirements of the relevant discom.

The clause shall survive the conveyance of the shop or any subsequent sale/re-sale or conveyancing thereof.

That the transformer, DG Sets, electrical panels and any other installations shall be located within the Complex. It shall be the endeavour of the Company that they are located in the best interests of the Allottee(s) and as such the location of the same shall be final and binding.

That all the residuary rights for all common facilities, installations and infrastructure etc. shall vest either with the allottee or with Company and no third party shall have any interest whatsoever in any of the residuary rights.

That the Allottee(s) agrees that all occupants of the complex including the commercial areas or any areas other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power backup, sewerage, securities and house-keeping

services, right of ingress and egress, usage of parking facilities, usage of allotted independent areas and facilities etc. on payment of pro-rata maintenance charges. The residents shall not interfere in their usage so long as they are paying necessary maintenance/energy usage charges. In addition for common electricity & water charges shall be paid by them on pro rata basis, as in the case of residential allottee(s). All terms of the maintenance agreement shall apply to all concerned in the complex mutatis mutandis.

The Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee/s.

8. INDEMNITY

The Allottee/s named herein hereby expressly undertakes to indemnify and keep the Company and its respective officers / employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Application as also due to any of the Allottee's representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Allottee. It is agreed that the Allottee shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under Applicable Laws.

9. GENERAL TERMS AND CONDITIONS

- (i) **That** the basis of calculating the proportionate charges payable by any Allottee(s) will be the proportion of the saleable area of his unit to the total saleable area of the Complex
- (ii) **That** the Allottee agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in this Allotment, failing which all letters by the Company shall be mailed to the address given in this Allotment and deemed to have been received by the Allottee. In case of joint allottees communication sent to first name Allottee in this Allotment shall be deemed to have been sent to all allottees. All e-mails/fax sent by the allottee to the Company on any matter, so as to be binding on the Company, are required to be confirmed by a duly signed hard copy, separately.
- (iii) **That** all demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee(s). The company shall not be required to obtain any further proof of the delivery of communications addressed to the allottee(s).
- (iv) **That** the Company is not required to send reminders/notices to the Allottee in respect of the obligations of the Allottee as set out in the Application and/or the Agreement and the Allottee is required to comply with all its obligations on its own.
- (v) **That** all charges payable to various departments for obtaining service connections to the commercial units like telephone, electricity etc. including security deposits for sanction and release of such connections, as well as informal charges pertaining thereto, will be payable separately by the Allottee(s).

- (vi) **That** the Allottee(s) shall not use or allow to be used the unit for any purpose or any activity that may cause nuisance to other Allottee(s) in the complex. No shop shall be used for running a guest house, hostel or crèche or any other commercial activity etc. as the same is likely to cause nuisance to the other allottees/s.
- (vii) **That** all products such as marbles, granite, stones, tiles, timber, wooden flooring, paints etc. have inherent characteristics of variations in colour, texture, grains, finished surfaces, cracks, behavior etc on completion/ handing over, without any liability whatsoever upon the developer in this regard.
- (viii) **That** in case the Allottee is an NRI or non-resident/foreign national of Indian origin/foreign nationals/foreign companies, then all remittances, acquisition/transfer of the Said Shop, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act(FEMA) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
- (ix) **That** there shall be no waiver of the rights, available herein to the company, its assignees, nominee(s) or the Maintenance service provider, for any delay or failure by them to exercise any right, remedy, power and privilege under this agreement shall not constitute a waiver of their right or remedy or waiver of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.
- (x) **That** the company shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage against the construction of the proposed saleable area in favour of one or more financial institution, and for such an act the allottee(s) shall not have any objection whatsoever and the consent of the allottee(s) shall be deemed to have been granted for the creation of such charge during the construction of the complex. Notwithstanding the foregoing, the company shall ensure to get the charge vacated over the said shop after payment of proportionate loan amount to the bank, financial institution or body corporate, before the transfer, conveyance of the title of the unit to the allottee(s).
- (xi) **That** the Allottee(s) agrees that the Company shall at all times have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objection in this regard whatsoever.
- (i) That the Allottee shall comply with all legal requirements for purchase of the Shop after execution of this Application and shall sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose by the Company/ Association/ MSA and/ or as may be required by the Authority and under Applicable Laws.
- (ii) That the Company shall have a first lien and charge on the Shop in respect of compliance of all the covenants, undertakings and obligations of the Allottee and payment of all sums payable by the Allottee to the Company pursuant to this Application, and the Agreement for Sale. Until the Sub-Lease Deed, as applicable, is executed and registered in favour of the Allottee in terms hereof, this Application shall not confer any right of title/ownership upon the Allottee in respect of the Shop.

- (iii) The Company shall be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit any of the unsold areas, other developments in the Project, Independent Areas etc. and to receive any consideration in respect of the same, in accordance with Applicable Laws.
- (iv) That the Company has named the Building as '**Trident Shoperio**' and which name can be changed at any time and only at the sole discretion and decision of the Company. Further, at all times the word 'Trident Shoperio' should be used as a part of the name of the Building. The Company shall have a right to display his name at a conspicuous place as the developer of the Project at all times. The trade mark on the word/ style 'Trident Shoperio' shall always remain with the Company.
- (v) That the Allottee shall become a member of the Association which will be formed by the Shop owners in the Project. The Allottee shall from time to time, in accordance with Applicable Laws, be required to pay the periodic membership / subscription charges as per demands raised by the Association and sign and execute any application for membership and other papers, instruments and documents in this regard. The Allottee shall observe and perform all the rules, regulations of the Association that may be specified under bye laws of such Association.
- (vi) That in case the Allottee is a non-resident/person of Indian origin/overseas citizen of India governed by provisions of the FEMA and, or, the foreign exchange regulations of the RBI in that regard, then it shall be the responsibility and obligation of such Allottee to obtain all necessary permissions/approvals/sanctions etc., as may be required from the Authorities and comply at all times with all provisions including but not limited to remittances from foreign country(ies) made to the Company. Also all remittances, acquisition/transfer of Shop, any refund, transfer of security etc. shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law. The Allottee shall be required to provide and deliver to the Company all such permissions/approvals/sanctions/documents etc., as may be necessary or otherwise as may be asked for by the Company. The non-resident/person of Indian origin/overseas citizen of India shall intimate the Company about the change in the status of their status. The Company shall not be liable or responsible for any default or negligence on the part of the Allottee in this regard and the Allottee agrees to keep the Company saved and fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason whatsoever in this regard.
- (vii) Subject to Article III(4) above, from the date of the Possession Notice and till the time each Shop in the Project is not separately assessed, the Allottee agrees to pay on demand all applicable taxes/ levy/ charge in respect of the Project Land/ the Project/ Shop, as the case may be, in proportion to the Carpet Area of the Shop.
- (viii) That the Allottee agrees and confirms that the Company shall at all times be entitled to develop, as part of the Project, any additional contiguous land parcels as per necessary Approvals that may be obtained from the Authority and seek changes in the Approvals as per Applicable Laws for such development, in accordance with the procedures laid down in Article IV of this Application.
- (ix) In the event of death of the Allottee/Co-Allottee, the person on whom the rights of the deceased devolve by law of succession shall, within 30 days of devolution give notice of such devolution to the Company. The person on whom the rights of the deceased shall devolve will be liable to provide to the Company the requisite documents as required under the

applicable law and also liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency or any other Government Agency.

1. The Company represents, warrants, covenants and undertakes to the Allottee as under:
 - (i) The Company is duly constituted, and is validly existing under, the laws of India.
 - (ii) All the information provided to the Allottee, in relation to the Shop and the Project, including the information provided in the Disclosure, is true and correct, and to the best knowledge of the Company.
 - (iii) The Company has duly registered the Project with the Real Estate Regulatory Authority and has obtained a registration number for the Project- RERA promoter No. UPRERAPRM1568.
 - (iv) The Company has obtained suitable insurance cover *inter – alia* in relation to its title over the Project Land, and the construction of the Project, in accordance with Applicable Laws, including but not limited to the RERA.
 - (v) The Company shall comply with the applicable disclosure requirements under the RERA, including the requirement of uploading accurate information pertaining to the Project on the website of the Real Estate Regulatory Authority.
- (xii) **That** If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonably inconsistent with the purpose of the agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.
- (xiii) **That** the headings/captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in the Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
- (xiv) **That** in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee and the Company, shall be resolved through arbitration which shall be the mode of resolution of disputes , as aforesaid. under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a sole Arbitrator. For the appointment of the sole arbitrator, the Company shall identify three retired High Court Judges of the Hon'ble High Court of Delhi and intimate in writing to the allottee, the names of retired High Court Judges , so identified . The Allottee/s shall within 30 days from the receipt of such written intimation, nominate in writing to the Company , anyone of such retired High Court Judges to be appointed , as the sole Arbitrator. Upon receiving the written intimation from the allottee as stated hereinbefore, the company shall appoint the sole arbitrator to adjudicate upon the dispute between the parties. In the event , the allottee fails to nominate in writing as aforesaid , within 30 days from the receipt of written intimation from the Company , then the Company shall have the sole right to nominate and appoint, from within the three names nominated, a sole arbitrator to adjudicate upon the disputes between the parties. The allottee expressly acknowledges, accepts and agrees that it shall not be entitled to reject

the names identified by the Company and rejection if any, by the allottee of the names, so identified by the Company, shall be deemed to be failure of the allottee to nominate. The allottee further acknowledges, accepts and agree that he/she shall not have any objection to the appointment of the sole arbitrator made by the Company. The arbitration proceedings shall be held at Gautam Budh Nagar only. It is also agreed that the dispute/matter will be referred for adjudication to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon both the parties.

- xxiii) That the Allottee(s) is/are aware that The Real Estate (Regulation and Development) Act, 2016 came in to effect from 1st May 2017 and State of Uttar Pradesh have already notified the rules for the states under the provisions of this act on 11th October 2016. The formation of Real Estate Regulatory Authority is under process and there shall be a standard "Agreement to Sale" which has to be executed and registered between Company and Allottee(s) under this Act. Further the Allottee(s) undertake, declare, confirm that he/she/they shall abide by all the terms and conditions of the allotment and "Agreement to Sale" to be executed and the Allottee(s) shall also bear all the charges/cost/stamp duty of registration and execution of the "Agreement to Sale" or any other agreement to be executed in future. The Allottee(s) shall also undertake that all the taxes, cess, GST, Stamp duty or charges applied by state or central government over purchase and holding of this Shop shall be borne and paid by the Allottee(s). The Allottee understands that as on date the rules framed by State of Uttar Pradesh under the Real Estate (Regulation and Development) Act, 2016 have not been fully implemented. The Allottee agrees and undertakes that if there is any change in the rules framed by State of Uttar Pradesh under the Real Estate (Regulation and Development) Act, 2016 will be implemented by virtue of creation of Real Estate Regulatory Authority, the Allottee shall sign and execute the new Agreement for Sale with the Company as and when called by the Company in compliance of rules and regulations framed by State of Uttar Pradesh under Real Estate (Regulation and Development) Act, 2016.
- (xv) **That** this agreement shall be governed by and construed in accordance with the laws of India.
- (xvi) **That** the amounts paid by the Allottee(s) to the company to the extent of ten percent of the Total Price of the unit ,(which constitute the earnest money), the payments made to financing bodies/Allottee(s) for loans repaid against this unit and non-refundable amounts if any, shall be forfeited in case of non-fulfillment of terms of allotment.
- (xvii) **That** in case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.
- (xviii) **That** all the above said terms and conditions are as per prevailing rules/ orders , as on the date of launch of the complex on or about dated 18/01/2014. Any subsequent rule / order shall not effect any of the contents as agreed upon, herein above.
- (xix) **That** for all intents and purposes, singular includes plural and masculine includes feminine.
- (xx) **That** the High Court of Allahabad and courts subordinate to it at District Gautam Budh Nagar and State Consumer Forum only at Lucknow, shall have the jurisdiction in all matters arising out or touching and/or concerning this booking\ Allotment.

Witnesses:

M/s Trident Infrahomes Private Limited

1.

2.

Allottee/s

Co-Allottee

Executed At: H-58, Sector-63, Noida- 201301

CANCELLED

ANNEXURE-A

In this Allotment , capitalized words and expressions shall have the meanings as ascribed to them hereunder unless otherwise repugnant or contrary to the subject, context or meaning thereof, and words and expressions that are not specifically defined hereunder shall carry the meanings as the intent of the provision and context in which they are used, may ordinarily demand or as otherwise may be consistent, congruent and coherent with the manifest intent, purpose and meaning of this Application and not otherwise.

- (i) **“Agreement for Sale”** shall mean and refer to an agreement entered into between the Company and the Allottee and to be executed by the Allottee with the Company within 30 (thirty) days from the date on which the payment of a more than 10% of total sale consideration is completed by the Allottee.
- (ii) **"Apartment Act"** shall mean the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
- (iii) **"Allottee"** shall mean the person(s) applying for allotment of the Shop whose particulars are set out in this Application and who has appended his/her/their signature in acknowledgement of having agreed to the terms and conditions of this Application;
- (iv) **"Application"** shall mean and refer to this Application executed by the Allottee including all its annexures as are contained herein and attached hereto for the allotment of the Shop with the related obligations/rights of the Parties;
- (v) **"Applicable Laws"** shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project/Building/ Shop or the transaction between the Parties as contemplated herein, including but not limited to the Apartment Act and the RERA;
- (vi) **“Applicable Interest Rate”** shall mean simple interest @10% or any other rate of interest as may be prescribed under Applicable Laws;
- (vii) **"Approvals"** shall mean and include any registration, permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or as may be necessary and required to be obtained from the concerned Authorities in relation to the Project/Building/ Shop/Application.
- (viii) **"Authority(ies)"** shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, Development Authorities

like Greater Noida Industrial Development Authority (GNIDA) as applicable and/ or any other statutory authority having jurisdiction over the Project / Project Land, The Reserve Bank of India, any authority under the Foreign Exchange Management Act, 1999, state electricity boards, its tribunal, the Real Estate Regulatory Authority, duly constituted under the RERA and the Rules and Regulations made thereunder or any other government/ local bodies;

- (ix) **"Basic Sales Price" or "BSP"** shall have the meaning ascribed to such term under **Article III**;
- (x) **"Building"** means the commercial area namely "Trident Shoperio" in the said Project, as mentioned in this Application in which the said Shop may be located;
- (xi) **"Carpet Area"** means the net usable floor area of the Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Shop; For the purposes of this definition, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Shop, meant for the exclusive use of the purchaser/s; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Shop, meant for the exclusive use of the purchaser/s.
- (xii) **"Car Parking Space(s)"** shall mean and refer to the covered/mechanical car parking space(s) designated for the exclusive use of the Allottee in the Project by the Company;
- (xiii) **"Completion Date"** shall be date on which the Company contemplates to complete the Construction of the Shop;
- (xiv) **"Common Areas"** includes:
 - (a) the entire land for the real estate Project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (b) the stair cases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
 - (c) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (d) the premises for the lodging of persons employed for the management of the Project including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (e) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (f) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

- (g) all community and commercial facilities as provided in the real estate project;
- (h) all other portion of the Project necessary or convenient for its maintenance, safety etc., and in common use.
- (xv) "**Company**" means M/s Trident Infrahomes Private Limited, a company registered under the Companies Act, 1956 and having its registered office at B-4, Defence Colony, New Delhi - 110024 and corporate office at H-58, Sector-63, Noida- 201301 (CIN No. U70200DL2010PTC209005).
- (xvi) "**Completion/Part Completion**" shall mean the full/ part-completion of the development and construction of the respective building/project in which the subject Shop is located, according to the provisions of Applicable Laws;
- (xvii) "**Conveyance Charges**" shall mean the stamp duty and the registration charges as per provisions of the Applicable Laws and all incidental and legal costs and expenses for preparation and execution of the Sub-Lease Deed for the transfer of ownership of the Shop in favour of the Allottee upon Completion/Part Completion of the Shop and clearance of all dues in terms hereof to the Company;
- (xviii) "**Declaration**" shall have the meaning ascribed to such term in **Article II** of this Application;
- (xix) "**Earnest Money**" shall mean 10% (ten percent) of the Total Sale Consideration to be deposited by the Allottee as security for the due performance of the Allottee in relation to this Application;
- (xx) "**FEMA**" shall mean the Foreign Exchange Management Act, 1999 or any amendment thereof;
- (xxi) "**Force Majeure Event**" shall mean war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project and any event or circumstance similar or analogous to the foregoing;
- (xxii) "**Holding Charges**" shall have the meaning ascribed to such term under **Article V** of this Application;
- (xxiii) "**Independent Areas**" means those areas which have been declared but not included as common areas for joint use of shops and may be sold by the promoter without the interference of other Shop owners
- (xxiv) "**Limited Common Areas**" means those Common Areas and facilities which are designated in writing by the Company before the allotment, sale or other transfer of any Shop in the Project as reserved for use of a certain Shop or Shops to the exclusion of the other Shops.

- (xxv) "**Maintenance Charges**" shall have the meaning ascribed to such term under **Article VI** of this Application;
- (xxvi) "**Maintenance Deposit**" or "**IFMSD**" shall mean the interest-free maintenance security deposit payable by the Allottee under this Application/Agreement for Sale towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Allottee in terms of the Maintenance Agreement;
- (xxvii) "**Maintenance Service Agency**" or "**MSA**" shall mean the agency/ body/ firm/ company employed for maintenance and upkeep/ security of the Shop/Building/Project;
- (xxviii) "**Maintenance Agreement**" shall mean an agreement to be executed between the Allottee and the MSA in the standard format prescribed by the MSA/the Company or its appointed agency or nominee, which is applicable and binding for all the Shop owners and occupants of the Project/Building, for the maintenance and upkeep of the Project/Building as a whole;
- (xxix) "**Payment Plan**" shall mean the payment plan selected by the Allottee for the Shop as more particularly described in **Annexure-B** of this Application;
- (xxx) "**Possession Notice**" shall have the meaning ascribed to such term under **Article V** of this Application;
- (xxxi) "**Possession Notice Expiry Date**" shall mean the date on which the 30 (thirty) days period following the issuance of the Possession Notice, as more particularly described in **Article V** of this Application, shall expire;
- (xxxii) "**Project**" shall mean and refer to the project 'Trident Embassy' being developed by the Company over the Project Land;
- (xxxiii) "**Project Land**" shall mean land as on which project is developed;
- (xxxiv) "**RBI**" shall mean the Reserve Bank of India;
- (xxxv) "**RERA**" shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
- (xxxvi) "**Real Estate Regulatory Authority**" shall mean the authority duly constituted under Section 20 of the RERA, by the appropriate government
- (xxxvii) "**Shop**" shall mean and refer to the shop to be allotted and purchased by the Allottee in the Project as per details specified for the permitted use under Applicable Laws in accordance with the terms and conditions of this Application, the Agreement for ;

(xxxviii) "**Shop Owner's Association**" shall mean and refer to an association of Shop owners as defined in the Apartment Act with respect to the Project.

(xxxix) "**Sub-lease Deed**" shall mean a document duly executed and registered before the Sub-Registrar/ Registering Authority authorized by the respective State Govt for granting Registration/ sub-lease of the project by the Company in favour of the Allottee for the purposes of transferring: (a) all the rights, title and interests in the Shop; and (b) the proportionate undivided interest of the Allottee in the Common Areas to the Allottee;

(xxxx) "**Statutory Charges**" shall mean and include the charges mentioned in **Annexure-B**;

(xxxxi) "**Taxes**" shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to GST, property tax, fees and other applicable taxes presently and/ or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Shop /consideration hereunder including even after the sale and handing over of possession of the Shop, which shall additionally be payable and which are not included in the BSP and any other charges;

(xxxii) "**Total Sale Consideration**" shall have the meaning set forth in **Article III**;

(xxxiii) "**Transfer**" shall have the meaning ascribed to such term under **Article XI** of this Application.

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