

This Stamp Paper of Rs. 100/- forms Part & Parcel of the Allotment Letter issued by

M/S COSMOS INFRAESTATE PRIVATE LIMITED in favor of

For

Forming part of Allotment letter dated ----- for allotment of the Apartment No -----, Type ----- Floor -----, Block -----, Leasable Area. ----- q.ft.

In the project known as SHIVALIK HOMES - 2, situated on Plot No.GH-01C, Sector-16, Greater Noida (West), Distt. - Gautam Budh Nagar (U.P)

Company

Allottee(s)

SHIVALIK HOMES-2
ALLOTMENT LETTER

Dated: 04.05.15

To,

&

--	--

(Sole/First Applicant) (Co-Applicant)

Dear Sir/Madam,

This is with reference to your Application No ----- dated ----- with M/s Cosmos Infraestate Pvt. Ltd. having its administrative office at B-150, Sector-63, Noida (U.P)(hereinafter referred to as the Company) for allotment of a residential Apartment in Shivalik Homes 2 Greater Noida (West).

We are pleased to inform you that we have allotted you an Apartment in “Shivalik Homes 2”, situated at Plot No.GH-01C, Sector-16, Greater Noida (West) as per details below.

This allotment is subject to the terms and conditions 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**

Apartment ----- Type ----- ; Floor ----- ; Block ----- ; Leasable Area; ----- Sq.ft. situated in “Shivalik Homes 2” on Plot No.GH-01C, Sector-16, Greater Noida (West) (hereinafter referred to as “ The Apartment”)

- **BASIC PRICE (Inclusive of Preferential Location Charges (PLC) if any)** Rs. -----
(Rupees -----)

• **PAYMENT PLANS**

Booking Amount: Rs. -----
(paid vide Receipt No.: -----)

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

Company

Allottee(s)

Construction Link Payment

At the time of Booking	10% of (BSP)	Rs. _____
Within 45 days from the date of booking/Sanction of Plans	10% of (BSP)	Rs. _____
On Excavation	10% of (BSP)+20% of Plcs	Rs. _____
On commencement of foundation raft casting	10% of (BSP)+20% of Plcs	Rs. _____
On commencement of 2 nd floor slab casting	10% of (BSP)+20% of Plcs	Rs. _____
On commencement of 4 th floor slab casting	10% of (BSP)+20% of Plcs	Rs. _____
On commencement of 8 th floor slab casting	05% of (BSP)+20% of Plcs	Rs. _____
On commencement of 12 th floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of 16 th floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of 20 th floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of Top floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of Internal Plaster work	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of flooring work	05% of (BSP)	Rs. _____
On offer of possession	5% of (BSP) +(IFMS)+(L.R.)	Rs. _____
TOTAL		Rs. _____

Company

Allottee(s)

Flexi Payment Plan

At the time of Booking	10% of (BSP)	Rs. _____
Within 30 days from the date of booking/Sanction of Plans	10% of (BSP)	Rs. _____
On Excavation	20% of (BSP)+20% of PLCs	Rs. _____
On commencement of foundation raft casting	10% of (BSP)+20% of PLCs	Rs. _____
On commencement of 2 nd floor slab casting	5% of (BSP)+20% of PLCs	Rs. _____
On commencement of 4 th floor slab casting	5% of (BSP)+20% of PLCs	Rs. _____
On commencement of 8 th floor slab casting	5% of (BSP)+20% of PLCs	Rs. _____
On commencement of 12 th floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of 16 th floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of 20 th floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of Top floor slab casting	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of Internal Plaster work	05% of (BSP)+20% of Other Charges	Rs. _____
On commencement of flooring work	05% of (BSP)	Rs. _____
On offer of possession	5% of (BSP) +(IFMS)+(L.R.)	Rs. _____
Total Amount :		Rs. _____

Company

Allottee(s)

<u>Subvention Payment Plan(10:80:10)</u>		
At the time of Booking	10% of (T.C.)	Rs. _____
On Excavation	30% of (T.C.)	Rs. _____
On commencement of foundation raft casting	05% of (T.C.)	Rs. _____
On commencement of 1 ST floor slab casting	05% of (T.C.)	Rs. _____
On commencement of 4 TH floor slab casting	05% of (T.C.)	Rs. _____
On commencement of 8 TH floor slab casting	05% of (T.C.)	Rs. _____
On commencement of 12 th floor slab casting	10% of (T.C.)	Rs. _____
On commencement of 16 th floor slab casting	10% of (T.C.)	Rs. _____
On commencement of Top floor	10% of (T.C.)	Rs. _____
On offer of possession	10% of (T.C.)	Rs. _____
Total Amount :		Rs. _____

Company

Allottee(s)

<u>Cash Down Payment Plan</u>		
At the time of Booking	10 % of (BSP)	Rs. _____
Within 60 days from the date of booking/ Sanction of Plans	85% of (BSP)+100% of (C.M.)+(EEC/FFC)+(IDC/EDC)+(P.B.)+(CAR PARKING)	Rs. _____
At the time of offer of possession	5% of (BSP)+100% of (PLC)+(IFMS)+(L.R.)	Rs. _____
TOTAL		Rs. _____

Note : Service Tax as applicable will be payable extra with each payment.

PARKING CHARGES: Rs.----- for ONE COVERED Car Parking

IFMS (Interest Free Maintenance Charges) & LEASE RENT Rs.----- to be paid at the time of possession.

POWER BACKUP (1KVA): Rs. 1KVA (FOC)

CLUB MEMBERSHIP CHARGES: Rs. (FOC)

- **POSSESSION**

Possession of the Apartment will be given within 36 (Thirty Six) months with 6(six) months as a grace period from the date of Execution of Allotment Letter. Subject to force majeure, 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/s.

Note:

Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 15 days from the date of demand which shall formally be 45 days before completion date

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

Company

Allottee(s)

DETAILS OF ALLOTTEE(S)

Name: _____

S/o. _____

Postal Address _____

Permanentl Add. _____

PAN No. _____

Telephone: -----

Mobile: _____

E-mail: _____

1.

Name: _____

W/o _____

Postal Address _____

Permanentl Add. _____

PAN No. _____

Telephone: _____

Mobile: _____

E-mail: _____

Company

Allottee(s)

WHEREAS Cosmos Infraestate Pvt. Ltd. (hereinafter referred to as 'Company') has acquired the plot of land admeasuring 17,288/- Sq.Mtr. being Plot No. GH-01C situated in Sector-16, Greater Noida (West), U.P. (hereinafter referred to as 'said Plot') on allotment dated 06/07/2011 which has duly been registered with the Greater Noida Authority and has taken physical possession of the said Plot from Greater Noida Authority vide lease deed dated 07-02-2013.

AND WHEREAS keeping in view the terms of the Lease Deed of the said Plot, the Company has planned to develop the project named as "**Shivalik Homes 2**" on the said Plot as per the building plans approved or to be approved by the Greater Noida Authority. The Company now 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 shown interest to purchase the dwelling unit on sub lease from the company.

AND WHEREAS the intending Allottee(s) has/have seen the title documents and other relevant papers between the Greater Noida Authority and the Company pertaining to the said plot and has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of the said plot subject to all laws and undertakings given by the Company to the Greater Noida 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 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 all times unless the **Company** decides to dispose them off, but subject to right of the Allottee(s) as mentioned hereinafter.

AND WHEREAS the allottee(s) has understood that as per the prevailing Building Byelaws of GNIDA, F.A.R.(Floor Area Ratio) of the project presently is 3.5 of the residential Plot area which comprises of fixed nos. of the apartments/flats in proportionate to the population density. GNIDA /Government Authorities may further alter the norms related to the FAR, 5% additional FAR for the green building is also permissible. Company reserves the right to modify the building layout/ plan, number of floors/ flats accordingly. The allottee has no objection in this matter.

AND WHEREAS the Apartments on all floors shall be allotted as an independent Apartment as per the prevailing bye laws. The Allottee(s) shall not be permitted to construct anything on the terrace. However, the **Company** shall have the right to develop and build the area 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. The Allottee(s) shall have no objection to the same.

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 Greater Noida Authority or any other Local Authority or Body having jurisdiction.

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 "**Shivalik Homes 2**" with impartable and undivided land underneath the building. The Leasable Area is subject to change up to the maximum limit of $\pm 5\%$ 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 "**Shivalik Homes 2**" on the said Plot to the Allottee(s) and the allottee(s) has/have agreed to acquire the same.

Company

Allottee(s)

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 buildup 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 and the exits of the building, passages in parking ways of Basement & Stilt floor, Ramps of Basements, water supply 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 to 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 centers 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.

Now this Allotment Agreement witnesses as under:-

1. (a) That in case the allottee(s) wants to avail a loan facility from any bank/financial Institution or his employer to facilitate the acquire 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 and applicable 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 interest @ 21% per annum for the delayed period.
 - (b) Installments 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 30 days from 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 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 10 % of the Basic price of Apartment will be forfeited and balance amount (if any) will be refunded without any interest.
 - (d) Installment Call Notice/Demand letter if issued by the **Company** to the effect that installment 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 interest @21 % per annum. 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

Company

Allottee(s)

- (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 Institutions in case payment against the said Apartment was made by the allottee(s) by raising funds/loans against allotted Apartments as security from bankers /financial Institutions 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 “Shivalik Homes 2” 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 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.
- 6 The construction of the Apartment is likely to be completed in 36(Thirty Six) months with 6(Six) months grace period from the date of Execution of Allotment Letter. subject, 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.
- 7 In case the Company is unable to construct the Apartment within aforesaid stipulated time or within further extended period of six months from the aforesaid stipulated time whichever is later subject to aforesaid reasons, the Company will compensate the Allottee(s) for delayed period @Rs. 5/- per sq.ft. per month in respect of leasable area, provided that Allottee(s) has/have paid all payments or the installments 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.10/- per sq.ft.per month in respect of leasable area for the period the allottee(s) delays in taking possession.
- 8 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.
- 9 Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained /allowed.
- 10 The Allottee(s) is/are aware that Apartments are being allotted to various persons under certain terms and conditions mentioned in their Allotment letters. The Allottee(s) agrees to 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. The Allottee(s) also agrees to not to do any change in the allotted apartment which may change the external facade of the building.
- 11 **a.** Single point electric connections will be taken for the said Project from PVVNL / 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 PVVNL / UPPCL norms and line loss.
- b.**Charges for installation of the electric meter and whole distribution system shall be payable immediately by the Allottee(s)

Company

Allottee(s)

- 12** The Allottee(s) shall have to make the payment in time as per 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.
- 13** That the Sub Lease Deed/Title Deed 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 after execution & registration of the Sub Lease Deed/Title Deed.
- 14** That the Allottee(s) shall get the exclusive possession of the built up area of 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.
- 15** 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 favor 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).
- 16** 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 Interest Free Non Refundable Security with the Company or its nominee, as appointed by the Company.
- 17** The maintenance, upkeep, repairs etc., of the Building including the common area of the building will be organized by the Company or its nominee. Security of common areas and entrance of the building only will be arranged by the company while individual owners of the apartments will arrange the security of individual apartment at own. 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 interest @18% per annum. 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.
- 18** The Allottee(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 any other 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.
- 19** The Allottee(s) agrees 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 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).

Company

Allottee(s)

- 20** The Allottee(s) shall permit the Company or their representatives when so required to enter 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.
- 21** 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.
- 22** 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 Sub Lease Deed/Title Deed of the said Apartment in favor of Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
- 23** The Allottee(s) agreed and undertakes 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 buildings/towers/blocks adjoining to the building where the said Apartment is situated.
- 24** 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, regulations or direction by any Competent Authorities/ Departments/ Court and the Allottee/s shall indemnify the Company for any liability and/or penalty.
- 25** 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.
- 26** 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) shall not make any objection/claim on this account.
- 27** 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.
- 28** The Allottee(s) shall abide by all laws, rules and regulations of the Greater 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.
- 29** In case the Allottee desires transfer of allotment/ownership of unit before registration/possession, first transfer will remain free of charge. A transfer fee of Rs. 100/-Sq. Ft. shall be payable on further transfer by the Allottee(s). However the company reserves the right to change the transfer fee at any point of time. Transfer of allotment/ownership shall however be permitted only after one year from the date of booking provided only 30% payment of the total price of the flat is due at that point of time.
- 30** Car parking shall be allotted to the Allottee(s) of Apartments on 'First Come-First Serve' basis, as per parking charges clause. A separate Agreement for the Allotment of the Car parking will be executed between Company or its nominees and the Allottee(s).

Company

Allottee(s)

- 31** 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).
- 32** 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.
- 33** Further, if there is any trade Tax and additional levies, Rates, Taxes, Charges, Compensation, Government Cess, Metro Cess and Fees etc. as assessed and attributable to the Company as a consequence of Government/Greater Noida Authority/Statutory or other local authority(s) order, the Allottee(s), shall pay the same in their proportionate share, if any.
- 34** 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.
- 35** The Allottee(s) shall give complete address to the Company at the time of booking for all communications and it shall be own responsibility to inform the Company by registered AD letter/Courier about all subsequent changes, if any, in address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by Allottee(s) at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- 36** 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 do not constitute an Agreement to sell.
- 37** That all the terms & conditions of the allotment/Lease Deed of the said Plot in favour of the Company by Greater Noida Authority as the case may be, will be mutis mutandis applicable to the Allottee(s).
- 38** 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).
- 39** That for any purpose in the agreement no strict meaning of any use of gender (his/her) and numbers (singular/plural) should be taken. The consideration may be given to the intending purpose.

Company

Allottee(s)

40 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 to be appointed by the ' Company ', the Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in Greater Noida/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 Courts subordinate to it at Noida shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

Dated : -----

Place : Noida.

I/We hereby accept the allotment
On the terms and conditions mentioned
Herein above.

Company

Allottee(s)

WITNESSES:

1.

2.

SPECIFICATION SHEET

1. **LIVING/DINING:** Oil Bound Distemper with POP Punning, Vitrified Tiles, Wooden door frames with flush door with enamel paint with powder coated aluminium hardwares, Powder coated Aluminium section, Oil Bound Distemper with POP & Cornices.
2. **BEDROOMS:** Oil Bound Distemper with POP Punning, Vitrified Tiles, Wooden door frames with flush door with enamel paint with powder coated aluminium hardwares, Powder coated Aluminium section, Oil Bound Distemper with POP & Cornices.
3. **MASTER BEDROOM:** Oil Bound Distemper with POP Punning, Vitrified Tiles, Wooden door frames with flush door with enamel paint with powder coated aluminium hardwares, Powder coated Aluminium section, Oil Bound Distemper with POP & Cornices.
4. **KITCHEN:** Designer Glazed tiles upto 2 ft. height above working counter, Vitrified Tiles/Ceramic Tiles, Wooden door frames with flush door with enamel paint with powder coated aluminium hardwares, Powder coated Aluminium section, Oil Bound Distemper with POP & Cornices.
5. **Toilets:** Designer Glazed tiles upto door height, Ceramic antiskid tiles, Wooden door frames with flush door with enamel paint with powder coated aluminium hardwares, Powder coated Aluminium section.
6. **BALCONIES** : Ceramic antiskid tiles
7. **EXTERNAL FAÇADE** : Texture paint with soothing colours.
8. **LIFT LOBBIES** : Combination of paint & stone/tiles.
9. **STRUCTURE** : Earthquake Resistance and RCC Framed

Company

Allottee(s)

UNDERTAKING

As per the prevailing Building Byelaws of the GNIDA, the F.A.R. (Floor Area Ratio) of the project presently is 3.5 of the residential Plot area which comprises of fixed nos. of the apartments/flats in proportionate to the population density. GNIDA /Government Authorities may further alter the norms related to the FAR, 5% additional FAR for the green building is also permissible.

In view of the above, no. of dwelling units, no. of floors and population density may further increase accordingly. The Company also reserves the right to modify the building layout/ plan, in case of any change in the norms of the Government Authorities. .

I/we ----- S/O ----- allotte(s) of Flat No.-----, in 'TOWER-----'area -----sq.ft.
Have read, understood, agreed and have no objection in this matter.

Signed:

Date: