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**ALLOTMENT LETTER**

This Allotment Letter is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, between GOLF GREEN SUPERSTRUCTURES PVT. LTD , a company registered under the Companies Act, 1956, having its Registered Office at 65,Shrestha Vihar, Delhi-110092 (India), hereinafter referred to as the Company (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its assigns and successors etc.) of the First Part.

**AND**

1.Mr./Mrs. \_\_\_\_\_

Son/Daughter/Wife of Mr. \_\_\_\_\_

Resident of \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Email \_\_\_\_\_

**Jointly With\***

2. Mr./Mrs. \_\_\_\_\_

Son/Daughter/Wife of Mr. \_\_\_\_\_

Resident of \_\_\_\_\_

\_\_\_\_\_

3. Mr./Mrs. \_\_\_\_\_

Son/Daughter/Wife of Mr. \_\_\_\_\_

Resident of \_\_\_\_\_

\_\_\_\_\_

\*{to be filled up in case of joint allottee(s).

4. M/s..... a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated... ..  
Mr. . / Mrs. . / Ms .....(copy of the resolution signed by all Partners required). PAN/TIN:..... Registration No.....

**OR**

5. M/s ..... a Company registered under the Companies Act, 1956, having its registered office at ..... through its duly authorized signatory Mr./Mrs./Ms..... authorized by Board Resolution dated ..... (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN..... (Hereinafter referred to as the Allottee(s) which expression shall include his/ her/ their respective legal heirs, successors, executors, transferees and assignees) of the Second Part.

WHEREAS this Allotment Letter is reference to your application dated \_\_\_\_\_ for the allotment of a residential flat in the Group Housing Residential Complex, known as "STADIA" proposed to be constructed on Plot No. SC-01/E3, Sector-79, Noida.

- a) WHEREAS as the Company GOLF GREEN SUPERSTRUCTURES PVT. LTD. was allotted land from NOIDA Authority (A Body corporate constituted under U.P. Industrial Development Area Act, 1976), on leasehold basis under scheme GH-2010 (II) for Group Housing. The Company succeeded in the bidding process and subsequently was allotted Plot No. **SC-01/E3, Sector-79, Noida**, vide its allotment letter No. Noida/Commercial/2012/1181 dated 03.10.2012.
- b) The Company has taken over physical possession of the said plot on 11.11.2011, after executing the lease deed dated 24.10.2011. And got it registered with Sub-Registrar-III, Noida vide A.D No. Book No. 1 volume No.2975 from pages 316 to 365 and bearing document no.8586 & sub-lease deed dated 19.10.2012 and got it registered with Sub-registrar-III Noida dated 20.10.2012 vide A.D. Book No. 1 Volume No.3550 from pages 177 to 230 bearing document No. 5074. And whereas the Company has proposed a Group Housing Project, Residential Units/Apartments/Flats of various size , dimensions by the name of "Stadia" on the subject lands(Project").
- c) The Company is developing and constructing residential Units/Apartments/Flats of various sizes and dimensions in the Group Housing Residential Complex known as "**STADIA**" on **Plot No. SC01/E3, SECTOR-79, NOIDA** (herein after referred to as said 'Project') after getting the building plan duly approved from the New Okhla Industrial Development Authority, and as per the stipulations of said Sub-Lease Deed dated 19.10.2012 and regd. on 20.10.2012, the Company is entitled to allot the said apartment(s)/flat(s) on sub-leasehold basis to the intending Allottee(s). The Allottee(s) herein has desired Allotment of a Unit/Apartment/Flat in the said "**STADIA**" which the Company offered for allotment. The location of the Unit/Apartment/Flat is delineated in the layout plan.
- d) As per the building Plan/Layout plan of said "**STADIA**" it is envisaged that the Units/Apartments/Flats on all floors shall be allotted as an independent dwelling unit with importable and undivided proportionate share of leasehold / sub-lease hold rights, in the land area underneath his block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities, if any, for the apartment(s)/flat (s) to be used and maintained jointly by all the Allottee(s) in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee(s) shall not be permitted to carry out any construction on the terrace(s).
- e) The Allottee(s) has full knowledge of applicable laws, notification, rules, regulations and policies applicable to the said land/housing complex as framed by Government, New Okhla Industrial Development Authority, and has acknowledged and understood that stipulations, terms and conditions contained in the said Lease Deed executed between Company and New Okhla Industrial Development Authority shall form integral part and parcel of this allotment, and the Allottee(s) has confirmed and assured to the Company that after the Notification of Real Estate (Regulation and Development ) Act-2016 and Rules made there under Allottee shall execute a additional Agreement with the Promoter Company in confirmation to the Application and acceptance of Conditions and stipulation prescribed therein.
- f) Prior to entering into this Allotment Letter that he has read and understood the terms and conditions contained in the Lease Deed and implications thereof in relation to the various provisions of this Allotment Letter and the Allottee(s) has further confirmed that he is in full agreement with the provisions of this Allotment Letter in relation to the Lease Deed and shall comply with, when applicable and from time to time with the stipulations of the Lease Deed, or any directions issued by New Okhla Industrial Development Authority dealing with the matter.

- g) The Allottee(s) is aware of and has acknowledged and understood that the building plans are tentative with such changes or modifications as may be carried out by the New Okhla Industrial Development Authority and/or any other competent authority/Architect of the Company.
- h) The Allottee(s) has demanded from the Company and the Company has readily allowed the Allottee(s) inspection of the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result hereof and / or otherwise the Allottee(s) has fully satisfied himself in all respects with regard to, all the details of the Unit/apartment/flat, all common facilities, the title and also the right and authority of the Company to enter into this Allotment Letter.
- i) And whereas the requisite Allotment Letter is being executed now incorporating the details embodied in the application form and terms and conditions agreed upon and it is hereby agreed & confirmed by and between the parties that this Allotment Letter shall prevail over all other communications, terms and conditions given in brochures, advertisements, price list, any other sale documents. This cancels all previous Allotments/Agreements issued against this Allotment Letter the Allottee(s) shall quote the unit number in all future communication with the Company.
- j) The Allottee(s), after possession, shall comply with all mandatory requirements and compliances as the Ministry of Environment & Forest (GOI) norms, UP Pollution Control Board/Water Commission/any other rules and regulations laid down by state of UP or any other competent authority.
- k) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.
- l) That as the project is at initial stage and during the process of construction on account of practical difficulties as well as on the basis of inputs being collected by prospective purchasers regarding specification and amenities etc and on account of architectural, structural and other technical necessities, in the plans, designs, specifications, and built up area some minor changes may become necessary, with the result the exact built up area may also get some minor changes, which may result in little changes in the final cost of the flat also. It is understood by the allottee(s) that as per the UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION OWNERSHIP AND MAINTENANCE) Act 2010, agreement to sell is necessary to be executed and get it registered, and such agreement has to contain the exact sale consideration and particulars of the Flat including all dimensions, directions, and common amenities etc hence at this initial stage of the project the agreement to sell as provided by Law cannot be executed and be registered.  
The agreement to sell will be executed at the final stage of the project for the said reasons and all the terms and conditions of such agreement to sell will be as contained in this letter of allotment and it is made clear that this allotment letter is not an agreement to sell as such.

**DETAIL OF FLAT:**

**NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

1. Tower \_\_\_\_\_
2. Flat/Unit/Apartment No \_\_\_\_\_
3. Floor \_\_\_\_\_
4. Carpet Area \_\_\_\_\_

**COST OF FLAT:**

1. Basic Sale Price : \_\_\_\_\_  
Basic Sale Price After GST Discount @ \_\_\_\_\_ : \_\_\_\_\_
2. Parking (Usage Rights)
  - a) Open Parking : \_\_\_\_\_
  - b) Basement Parking : \_\_\_\_\_
  - c) Basement Double Parking : \_\_\_\_\_
3. PLC (Preferential Location Charges)
  - a) Park/Main Road Facing : \_\_\_\_\_
  - b) Semi-Road Facing : \_\_\_\_\_
  - c) Floor ( \_\_\_\_\_ /- Sq. Ft.) : \_\_\_\_\_
  - d) Corner : \_\_\_\_\_
4. Power Backup : \_\_\_\_\_
5. Lease Rent : \_\_\_\_\_
6. IFMS (Interest Free Maintenance Security) : \_\_\_\_\_
- Total** : \_\_\_\_\_
- GST AS PER APPLICABLE** : \_\_\_\_\_
- Grand Total** : \_\_\_\_\_

(Rupees \_\_\_\_\_ only)

**PAYMENT PLAN OPTED:**

- Down Payment Plan : [     ]
- Flexi Payment Plan : [     ]
- Payment Plan : [     ]

## **(ALLOTMENT)**

### **1.1 Unit Allotment**

In consideration of the Allottee(s) complying with the terms and conditions of this Allotment and making timely payments as per schedule mentioned herein in this Allotment or its annexure(s), the Company hereby agrees to allot the Unit/Apartment/Flat No. \_\_\_\_\_ located in Tower/Building No. \_\_\_\_\_ on \_\_\_\_\_ floor in the said group housing complex, namely "STADIA" having an approximate carpet area of \_\_\_\_\_ sq. feet i.e. \_\_\_\_\_ sq. with Carpet Area..... meters along with usages rights of the Open/Covered/Stilt Car Parking. (The said super area is tentative and is subject to change till the grant of Occupation Certificate from the New Okhla Industrial Development Authority or other competent Authority.)

### **1.2 Super Area**

"Super Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities etc. and including all easement rights attached to the said Unit/Apartment/Flat. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilts etc., rights and to carry out further constructions in case of any change in the FAR, club, splash swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities of / and dispose off these assets as stated above in the manner deemed fit by the Company. All dimensions shown in feet-inches are close approximation to metric dimensions.

### **1.3 (A) Common Areas and Facilities**

- (i) The land on which the said building is located and all easements, rights and appurtenances belonging to the said land and the said building;
- (ii) The foundations, columns, girders, beams, supports, main walls, roof, halls, common corridors, passages, lobbies, stairs, stair-way, refuge areas and entrances and exits of the said building;
- (iii) Installations of common services such as power, light and sewerage;
- (iv) The elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
- (v) Circulation area, service areas including but not limited, to machine room, overhead water tanks, maintenance offices/stores, roads etc., architectural features, if provided and security/fire control rooms;
- (vi) All other parts of the said building necessary or convenient to its existence, maintenance and safety or normally in common use;
- (vii) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain Unit/Apartment/Flat to the exclusion of other apartments.

(B) Except for the said Unit/Apartment/Flat allotted herein along with all common easement rights attached therewith, including Common Areas and Facilities of the said building, all adjoining areas including the un-allotted terrace/roof, unreserved Open/Covered/Stilted Car Parking Spaces and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the Project, shall remain the property of the Company and the same shall always deemed to be in its possession.

### **(PAYMENTS)**

#### **2.1 Consideration, Booking Amount & Payment Plan**

2.1.1 All other charges (excluding Basic Sale Price) will be paid separately. The total amount payable by the Allottee(s) including Basic Sale Price and other charges has been summarized/ mentioned in the “**Summary of Due**” attached with this Allotment Letter.

2.1.2 That the Allottee(s) has agreed to pay the balance amount on account of Basic Sale Price in accordance with this Allotment Letter. Similarly the Allottee(s) has also agreed to pay the balance amount on account of other charges in accordance with said Allotment Letter.

#### **2.2 Time is Essence**

- a) That timely payment of installments as indicated in the schedule of payment is the Essence of the Allotment. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee(s) to make the payment on or before the due dates. If any installment(s) as per the payment schedule is not paid by the due date, the Company will charge interest @ prime lending rate(**PLR**) of S.B.I plus 2% per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 2 consecutive demands, the Allotment will automatically stand cancelled without any further intimation to the Allottee(s) and the Allottee(s) will cease to have any lien on the Unit/Apartment/Flat. In such a case, the amount deposited up to 10% of the basic price of the Unit/Apartment/Flat, will stand forfeited and the balance amount received by the Company if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging a minimum interest @ **PLR** of S.B.I plus 2% per annum of the amount outstanding, but shall not be bound to do so.
- b) In case, the Allottee(s) (applicant), at any time, desires for surrender registration cum booking / provisional allotment, it may be agreed to, subject to sole discretion of the Company. In such as case 10% of the Basic Sale price of the Unit/Apartment/Flat shall be deducted towards the processing and administrative charges and the balance, if any, shall be refunded without any interest.
- c) That if the Allottee(s) fails to make the payment as per opted plan, then the Company shall have full right to cancel the allotment of the said Unit/Apartment/Flat and the Company will stand forfeited 10% of the basic sale price of the Unit/Apartment/Flat or if the Allottee(s) surrendered the said Unit/Apartment/Flat or request to the Company for the cancellation of the said Unit/Apartment/Flat, then 10% amount of basic sale price of the said Unit/Apartment/Flat shall be forfeited by the Company.

#### **2.3 Availing Loan from Financial Institutions / Banks**

That in case the Allottee(s) wants to avail a loan facility from his employer or financing bodies, to make payment for the purchase of the unit allotted, the Company shall only facilitate the process of availing loan facility subject to the following:-

- a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

- b) The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest solely and exclusively on the Allottee(s). In the event of the loan not being sanctioned on time or the disbursement getting delayed, the payment to the Company, as per payment schedule, shall be ensured by the Allottee(s), failing which, the Allotment shall be governed by the provisions contained herein above.

## **2.4 Escalation**

The above price is free of Escalation.

## **2.5 Payment of Cost**

- a) Further, if there are any additional levies, rates, taxes, charges, cess and fees etc. as assessed and attributable to the Company(s) as a consequence of government, New Okhla Industrial Development Authority or other local or statutory authority(s)'s order, the Allottee(s) shall be liable to pay his / her / their proportionate share of such additional levies/taxes.

### **(POSSESSION)**

#### **3.1 Handing over the Possession**

That the possession of the said Unit/Apartment/Flat is likely to be delivered by the Company to the Allottee(s) as per RERA declaration subject to force majeure circumstances (including strike of workforce, civil commotion, war enemy action, terrorist action, delayed payments or any act of god or delay in grant of permission by the competent authority or any statutory notification or enactment of law or due to market condition etc.), and on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the Basic Sale Price and other charges due and payable plan, as applicable.

That the Allottee(s) agrees and undertakes to take Tower wise possession of the said Unit/Apartment/Flat within the time stipulated by the Company in the notice by executing necessary indemnities, as and when offered.

Since it is a large project having number of buildings/towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee(s) must take the possession of Unit/Apartment/Flat as soon as it is made available for possession.

Construction of "STADIA" Unit/Apartment/Flat is subject to force majeure clause which includes delay in completion of the project for any reason beyond the control of the Company e.g. non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, in case of delay in delivery of possession as a result of any notice, order, rule, notification of Government, public or other. That a written intimation for completion of project will be sent to the Allottee(s) and a "**Fit-out-Period**" of **60 days** will commence from the date of offer for possession. The said "**Fit-out-Period**" is in order to facilitate the Allottee(s) to communicate exact date by which he will be taking physical possession of Unit/Apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc. the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said "**Fit-out- Period**" only, which will take around 20 to 25 days for an individual Unit/Apartment/Flat.

In the event of delay in possession provisions of RERA ACT-2016 read with Uttar Pradesh Real Estate (regulation and development) Rules will decide the liability of concern parties provided that all due installments from the concerned Allottee(s) were received in time and he has complied with requisite formalities viz. obtaining NOC from the Account Department of the Company, registration of Sub-Lease Deed/Transfer Deed.

### 3.2 Execution of Sub-Lease Deed/Transfer Deed

- a) It is acknowledged, understood and accepted by the Allottee(s) that possession of the Unit/Apartment/Flat shall be handed over on execution of the tripartite sub-lease deed between New Okhla Industrial Development Authority, Company and the Allottee(s) as per the stipulations of lease deed and after the receipt of all the dues, documentation and on fulfillment of conditions as stipulated in the this Allotment Letter and after transfer of title as permissible in law. If the physical possession is not taken over by allottee at site within 60 days from the date of offer of possession, the Allottee(s) shall pay holding charges @ **Rupees 5/-per sq. ft.** per month for the period of delay in taking over the physical possession.
- b) THAT the Sub-Lease Deed/Transfer Deed of the Unit/Apartment/Flat shall be executed in favor of the Allottee(s) by the Company after the entire payment and dues in respect of the allotted Unit/Apartment/Flat is paid by the Allottee(s). The registration charges including all cost of stamp papers, documentation fees, official fees and other informal charges shall be borne by the Allottee(s).

### 3.3 Provision of Additional Specification & Payment Thereof

The Allottee(s) has seen and accepted the plans, designs, and specifications of the project which are tentative. Builder may affect modifications in layout plan/building plans/designs as the builder may deem fit or as directed by any competent authority (ties). Any alterations/modifications resulting in +/-3% change in the original super area of the Unit/Apartment/Flat, there will be no extra charge/claim by the builder/intending Allottee(s). However any major alterations/modifications resulting in more than +/-3% change in the super area of the Unit/Apartment/Flat any time prior to and up to the possession of the Unit/Apartment/Flat, the Builder shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Unit/Apartment/Flat to be paid by him and the intending Allottee(s) agrees to inform the Builder in writing his consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his non consent/objection, then the Allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the Allottee(s) without any deduction and without any interest. In case of decrease in the Unit/Apartment/Flat area as a result of alteration/modification the Builder shall refund the excess amount charged from the Allottee(s) without interest.

The Allottee(s) agrees that any refundable/payable amount (without any interest) would be at the rate per Sq. Ft. as mentioned in the Application/Booking/Allotment Letter.

If for any reason, the Company is not in position to allot the Unit/Apartment/Flat applied for by the Applicant/Intending Allottee(s) the Company may offer an alternate Unit/Apartment/Flat to the Applicant/intending Allottee(s) and in case the same is not acceptable to the Applicant/intending Allottee(s), the Company will refund the amount deposited by the Applicant/Intending Allottee(s) to him without any interest and compensation on account of the same within 90 days of refund request and the Applicant/Intending Allottee(s) shall not raise any objection to the same.

### 3.4 Physical Possession

The physical possession of the Unit/Apartment/Flat will be handed over after transfer of title/execution of Sub-Lease Deed/Transfer Deed or as permissible in law.

### 3.5 Rights of Allottee in Own Units & Common Area

THAT the Allottee(s) shall get exclusive possession of the built-up area of his Unit/Apartment/Flat and will be transferred the title of said area along with importable and undivided proportionate share, in the land area underneath his block. The Allottee(s) shall have no right in the remaining part of the complex such as club, swimming pool, open spaces, parks, parking, tot-lots, public amenities, shopping centers and other facilities and amenities except the right of ingress and outgress in the common areas like corridors, staircase, lobby, lift area and approach road. These and the land for other common facilities shall remain the property of Company and subject to these, the Allottee(s)

shall be governed by U.P. Unit Ownership Act, 1975 or Unit by the U.P. Apartments Act. 2003, U.P. Apartments Act, 2010 and / or the policies and regulations of Noida or any other competent authority. The right of usage of common facilities by the Allottee(s) is subject to, execution and observance of the maintenance agreement and observance of covenants contained herein.

### **3.6 No Claim for Non-Compliance Once Possession Taken**

The Allottee(s) after taking possession of the said Unit/Apartment/Flat or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said Unit/Apartment/Flat, which may be said not to have been carried out or completed or for noncompliance of any designs, specification, building material or any other reason whatsoever.

And whereas saving and expecting the particular Unit/Apartment/Flat allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold Unit/Apartment, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee(s) or tot-lots, space for public amenities, shopping centre's or any other space not allotted to him, which shall all be remain the property of the builder for all times unless the builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder can lease out the vacant Unit/Apartment/Flat or the complete block of the Unit/Apartment/Flat as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.

That the Allottee(s) hereby agree that in case during the course of construction/or after the completion of the Complex/Tower/Block, further construction on the Plot becomes permissible, then the Promoter/Builder/Company shall the sole right to take up or complete such further construction as belonging to the Promoter/Builder/Company notwithstanding the designation and allotment of any common areas as limited common area of otherwise. It is agreed that in such a situation, the proportionate share of the Allottee(s) in the common areas and facilities and limited common areas and facilities shall stand varied accordingly.

### **3.7 Continuity of Other Construction Work**

That the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Unit/Apartment/Flat 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 Unit/Apartment/Flat allot to the other Allottee(s).

## **(MAINTENANCE)**

### **4.1 Execution of Maintenance Agreement**

The Allottee(s) hereby agrees and undertakes that prior to taking physical possession of the said Unit/Apartment/Flat he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee(s) undertakes to become a member of the "Unit/Apartment/Flat owner association" and shall continue to pay the maintenance charges as determined by the said association or Maintenance Agency.

### **4.2 Scope of Maintenance**

The scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the Unit/Apartment/Flat but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex.

### **4.3 Maintenance Security / Sinking Fund**

The Allottee(s) shall pay to the Company electricity, water & sewerage connection charges, contingency deposit and maintenance security. The Allottee(s) shall pay to the Company interest free maintenance security at per square feet of super area & sinking fund.

The Builder shall not pay any damages/compensation to the Allottee(s) in case of the failure of the services which are technical in nature.

The Allottee(s) do hereby agrees and confirms that Allottee(s) shall not held the company responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee(s). The Allottee(s) hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.

### **4.4 Internal Maintenance/ Insurance**

It is understood by the Allottee(s) that the internal maintenance of the Unit/Apartment/Flat and also its insurance shall always remain the responsibility of the Allottee(s)

## **(OBLIGATIONS OF ALLOTTEE(S) )**

### **5.1 Proper Upkeep & Safety**

That subject to his / their right as stipulated in Clause (3.5) above, the Allottee(s) hereby covenants with the Company that from the date of the receipt of the offer of possession / possession notice of the Unit/Apartment/Flat or the date of receiving deemed possession, as provided herein before, he / she / they shall, at his / her / their own cost, keep the said Unit/Apartment/Flat, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable 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-law for the time being in force or any rule or notification issued by the local or other authority.

### **5.2 Use of Premises for residential purpose only**

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

### **5.3 Compliance with local laws**

That the Allottee(s) hereby undertakes to abide by all laws, rules and regulations of Government, New Okhla Industrial Development Authority and / or any local authority from time to time or any other laws as are applicable to the said Unit/Apartment/Flat from time to time. 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 Units/Apartments/Flats, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the New Okhla Industrial Development Authority, Municipal Authority, Government or any other competent Authority in respect of the said Unit/Apartment/Flat 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 super built up area of their respective Units/Apartments/Flats. 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.

#### **5.4 Duty to Maintain Uniformity & Identity of Complex**

It is admitted, acknowledged and so recorded by and between the parties that the Allottee(s) shall, under no circumstances will, not be allowed to carry out any change whatsoever in the elevations and / or outer color scheme. This provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of non compliance of this provision by the Allottee(s) the Company without any formal notice shall be at liberty to restore the original elevations and / or outer color scheme. This shall be got done at the cost and risk of the Allottee(s)

That the Unit/Apartment/Flat Allottee(s) agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Unit/Apartment/Flat and shall not design or install or open them in the inside passages, common areas or in the staircases. The Unit/Apartment/Flat Allottee(s) further ensures that no water shall drip from the said said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Unit/Apartment/Flat Allottee(s)/Occupants in the said Complex.

The Allottee(s) further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas. The Allottee(s) further undertake as follows:

- i) That he will not remove any load bearing wall of the said Unit/Apartment/Flat.
- ii) That he shall not distribute the electrical load in the said Unit/Apartment/Flat in compliance with the electrical system installed by the Company or its Maintenance Agency.
- iii) The Allottee(s) agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.

### **(OBLIGATIONS OF COMPANY)**

#### **6.1 Responsibility of Internal Services**

The Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) laying of roads, (ii) laying of water line, (iii) laying of sewer lines and laying of electric lines. However, it is acknowledged and understood by the Allottee(s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity and horticulture are to be provided by the Government or New Okhla Industrial Development Authority and/or the concerned local authority.

#### **6.2 Peaceful Enjoyment**

The Company covenant with the Allottee(s) that on the Allottee(s) paying the dues and performing the terms of Allotment Letter and stipulations on his part herein contained shall peaceably hold and enjoy the said Unit/Apartment/Flat without any interruption by any person.

### **(GENERAL TERMS AND CONDITIONS)**

#### **7.1 Basis of Calculating Charges**

That the basis of calculating the proportionate charges payable by any Allottee(s) will be in the proportion of the super built up area of his Unit/Apartment/Flat to the total super built up area of all Units/Apartments/Flats affected by that charge.

#### **7.2 Proof of Address & Change thereof**

That the address as given above shall be taken as final address unless any subsequent change has been intimated by Registered A/D letter/speed post to the Company by the Allottee. All demand notices, letters etc. posted at the given address shall be deemed to have been duly received by the Allottee(s)

### **7.3 Authentication of Proof of Title**

That the Allottee(s) has fully satisfied himself / herself about the interest and the title of the Company in the said land on which the unit as the part of a group housing scheme is being constructed and has understood all layouts designs, specifications, salient features, and common facilities etc. and all limitations and obligations in respect thereof and there are no more investigation or objection by the Allottee(s) in this respect.

### **7.4 FEMA**

That in case of NRI Allottee(s) the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee(s).

### **7.5 Allotment Subordinate to Mortgage By The Company**

That the Allottee(s) agrees that no lien or encumbrance shall arise against the said Unit/Apartment/Flat as a result of this Allotment Letter or any money deposited hereunder by the Unit/Apartment/Flat's Allottee(s).

In furtherance and not in limitation of the provisions of the preceding sentence the Unit/Apartment/Flat Allottee(s) agrees that the provisions of this Allotment Letter are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made / created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Unit/Apartment/Flat or excuse the unit Allottee(s) from completing the payment of the price of the said Unit/Apartment/Flat or performing all the Unit/Apartment/Flat Allottee(s) other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the lease deed the said Unit/Apartment/Flat shall be free and clear of all encumbrances, liens and charges whatsoever. In case of the Unit/Apartment/Flat Allottee(s) who have opted for long term payment plan arrangement with any Financial Institution / Bank the conveyance of the Unit/Apartment/Flat in favor of the Unit/Apartment/Flat Allottee(s) shall be executed only conveyance of the Unit/Apartment/Flat in favor of the Apartment Allottee(s), shall be executed only by the Company receiving no objection certificate from such Financial Institution / Banks.

### **7.6 Company's Charge/Lien on Said Unit/Apartment/Flat**

That the Unit/Apartment/Flat Allottee(s) agrees that the Company shall have the first charge/lien on the said Unit/Apartment/Flat for the recovery of all its dues payable by the Unit/Apartment/Flat Allottee(s) under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Unit/Apartment/Flat Allottee(s) agrees that in the event of his / her failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said unit to recover and receive the outstanding dues out of the sale proceeds thereof.

### **7.7 Company's Right To Raise Finance**

The Unit/Apartment/Flat Allottee(s) hereby authorizes and permits the Company to raise finance from any Financial Institution / Bank by way of mortgage / charge / securitization / receivable or in any other mode or manner by charge / mortgage of the said unit/ Tower / Complex.

### **7.8 Brokerage**

In case the Unit/Apartment/Flat Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Unit/Apartment/Flat Allottee(s) whether in or outside India for acquiring the said unit for the Allottee(s), the Company shall in no way whatsoever be Allottee(s) responsible or liable.

Thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Unit/Apartment/Flat. Further the Unit/Apartment/Flat Allottee(s) undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

### **7.9 Assignment / Transfer**

- a) This Allotment or any interest of Allottee(s) in this Allotment Letter shall not be assigned by the Allottee(s) without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of New Okhla Industrial Development Authority or any other government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.
- b) Subject to above, in case of transfer / endorsement / assignment / change in name of provisional Allotment of Unit/Apartment/Flat, a processing fee shall be charged by the Company at prevailing time for the total sale value (including Basic Sale Price & other charges as payable under this Allotment) and the same shall be payable by the applicant to the Company at the time of submitting application for such transfer /endorsement / assignment / change in name etc. However first transfer request will be entertained after receipt of 50% Basic Sale price and / or inclusion of name of spouse as co-applicant shall be free of any charges within a maximum period of one year.
- c) The unit Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transactions as referred above. Any purported transaction by the Allottee(s) in violation of this Allotment Letter shall be default on the part of Allottee(s) entitling the Company to cancel this Allotment and to avail of remedies as set forth in this Allotment Letter including recovery of possession of the Unit/Apartment/Flat in case the same has been delivered.

### **7.10 Allotment Letter applicable to Occupiers / Subsequent Allottee(s)**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said unit / Tower / Group Housing Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and / or subsequent Allottee(s) / assignee(s) of the said Unit/Apartment/Flat (irrespective of the fact that the occupation by such person is hostile) as the said obligations go along with the said unit for all intents and purposes.

### **7.11 Waiver not a limitation to enforce**

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

### **7.12 Severability**

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

### **7.13 Place of Execution**

After receipt of the copies of the Allotment Letter, duly signed by the Allottee(s), the Company shall sign this Allotment Letter and execution of this Allotment Letter will be completed after such signature by the Company at its Corporate office-NOIDA. Hence this Allotment Letter shall be deemed to have been executed at the corporate office-NOIDA of the Company even if the Unit/Apartment/Flat Allottee(s) may have executed this Allotment Letter at any other place(s) other than above.

#### **7.14 Obstruction / Stoppage in Work**

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.

#### **7.15 Use of Singular & Plural**

THAT for all intents and purposes, singular includes plural and masculine includes feminine.

#### **(ABANDONED OF PROJECT)**

If for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the money of the Allottee(s) will be refunded full without interest.

#### **(ARBITRATION)**

- 9.1 All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment.
- 9.2 All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed by the Company with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.
- 9.3 The venue of the arbitration shall be Delhi or such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in English.

#### **(APPLICABLE LAW & JURISDICTION)**

- 10.1 This Allotment shall be construed and legal relations between the parties to this Allotment Letter shall be determined and governed according to the laws of India prevailing for time being in force.
- 10.2 That the Courts at Noida shall have jurisdiction in all matters arising out of and / or concerning this agreement.

**Applicant:**

**FOR M/s GOLF GREEN SUPERSTRUCTURES PVT LTD**

**(Authorized Signatory)  
Company**

**Witnesses**

**1.**

**2.**