

**Application For Registration Of Project**

Annexure -

**Promoter** – GLD Infraprojects Pvt. Ltd.

**Project** - Galaxy Blue Sapphire Plaza,(Commercial)

**Performa of Allotment Letter**

**Declaration** – Construction/Development in the Project “**Galaxy Blue Sapphire Plaza**” have already started and simultaneously the process for the sale of different shops/units have also started in the Project.

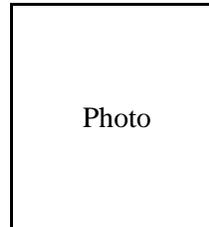
Performa of “**Allotment Letter**” as executed between the Promoter of the Project & the Allottee till now (i.e. before registration of the Project under RERA) is attached herewith. Revised **Allotment Letter** with necessary changes as per RERA guidelines will be provided after notification of Model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

For GLD Infraprojects Private Limited

  
Authorized Signatory

To,  
1. Mr.  
R/o.

Dated:



**Sub: Allotment of Shop/Commercial Space in proposed Commercial Project "Galaxy Blue Sapphire Plaza", situated at Plot No. C-03. Sector-4. Greater Noida**

CUSTOMER CODE: GBS-000000

Reference: Allotment/Booking Application No.N/A Dated

Dear Sir(s)/Madam,

We, **M/S GLD Infraprojects Private Limited.** a Company registered under the Companies Act, 2013 having its Registered Office at Unit No: 105, First Floor, Vardhman's Sidhant Shopping Plaza, LSC, Savita Vihar, Delhi - 110092 (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) are hereby pleased to allot to you Shop/Commercial space bearing No **G-BANK** on **Ground Floor** as per specification given below, vide allotment letter no.

The allotment of the above mentioned shop/commercial space shall always be subjected to the terms and conditions contained in this allotment letter and on the terms and conditions of payment plan as opted by you. The terms and conditions of present "Allotment Letter" shall prevail over the terms and conditions given in our brochures, advertisements, price list and any other sale documents and applications. And also, the Company shall not be hold responsible or bound by any promise or commitment made by any channel partner or broker or their agents and also by the employee of the company until and unless any such commitment or promise is ratified and endorsed by the authorized signatory of the company in writing. Therefore, it is advised that the Allottee(s) should clear all doubts, disputes, confusions, schemes and freebies in respect to the allotment of the shop/commercial space at the time of execution of this Allotment Letter and latter on any such request, query or grievance would neither be entertained by the Company nor the Company would be responsible or liable for any loss or injury caused to the Allottee(s).

You are requested to quote the Customer Code in all future communications with us.

We request you to go through the "Terms and Conditions" of the present Allotment Letter and to sign and execute on both the sets of the Allotment Letter and on receipt thereof one set will be returned to you bearing our signature, for your record.

**SHOP/COMMERCIAL SPACE DETAILS:**

- Super Built-up Area: \_\_\_\_\_sq.ft. (\_\_\_\_\_.) approx.
- Polyline Area i.e the R.C.C. Slab area of the Shop/Commercial space: \_\_\_\_\_ sq.ft. (\_\_\_\_\_ sq. mtr.) approx.
- Common Area with the Shop/Commercial space: \_\_\_\_\_sq.ft. (\_\_\_\_\_ sq.mtr.) approx.
- Extra Area (If any) ..... sq.ft. (..... sq.mtr.) approx.

In the proposed Commercial Project known as "**Galaxy Blue Sapphire Plaza**" situated at **Plot No. C-03, Sector-4, Greater Noida** at a Cost of Rs. \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **Only**)  
Company **Signature of the First Allottee** **Signature of the Second Allottee**

+ Service Tax, as assessed and attributed by the Government of India, payable as per Payment Plan described in "Annexure A" attached at the end of the Allotment Letter. The said rates are exclusive of certain charges mentioned hereinafter.

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

The construction is likely to be completed within 42 months from the date of sanction of plans + "Fit-Out Period" of 90 days.

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

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

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

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

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

**Interpretation of some indicative terms**

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

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

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

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

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

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

**Company:-**That is **M/S GLD Infraprojects Private Limited.,** a company registered under The Companies Act, 2013 having its. Registered Office at Unit No105, First Floor, Vardhman's Sidhant Shopping Plaza, LSC, Savita Vihar, Delhi - 110092 and Corporate Office at H-175, Sec-63, Noida.

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

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

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

**Company**

**Signature of the First Allottee**

**Signature of the Second Allottee**

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

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

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

**Project:** - Means "Galaxy **Blue Sapphire Plaza** Situated at Commercial Plot no C-03, Sector - 4, Greater Noida (West), District Gautam Budh Nagar,U.P.

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

**"Taxes"** shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, State sales tax, Central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said shop/commercial space/Said Complex.

**WHEREAS** the commercial Plot No. C-03, Sector - 04, Greater Noida (West) admeasuring 25661 [sq.mt](#) has been allotted to **M/s GLD Infraprojects Private Limited** (herein after referred to as "**Company / GLDIPL**" ) by the Greater Noida Industrial Development Authority (GNIDA) on lease hold basis vide registered lease deed dated 11.03.2016 duly registered with the Sub-Registrar Sadar, Gautam Budh Nagar District in Book No. 1 Volume No. 19711 at page Nos. 365 to 448 at Serial No. 4709 registered on 11.03.2016, for the development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses. GNIDA has also issued possession certificate dated 11.03.2016 in favor of GLDIPL w.r.t. commercial Plot C-03, Sector - 04, Greater Noida, U.P. All terms and conditions contained in the registered lease deed dated 11.03.2016 shall also be applicable and binding over the applicant(s) of commercial unit in the commercial complex project.

AND WHEREAS the applicant(s) has/have full knowledge about the present status of the building plans / requisite sanctions of the proposed Commercial Complex project "GALAXY BLUE SAPPHIRE PLAZA". The Project/complex will have /commercial units comprising of shopping malls, showrooms, retail outlets, hotels, restaurants, multiplexes, banks, ATMs, sports arena, offices, service studio apartments, food court and such other commercial units of different sizes and dimension on various floors therein along with common area. The applicant(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the rights of the company in respect of the aforesaid project. The drawing and plans of the project have been displayed at the Site Office/Corporate Office of the company, and as per the Layout Plan it is envisaged that the commercial unit in commercial complex on all the floors shall be sold as an independent unit with importable and undivided shares in the land area underneath Plot.

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

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

Company

Signature of the First Allottee

Signature of the Second Allottee

have been displayed at the site office of the project & the corporate office of the company.

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

3. That as per the Layout Plan it is envisaged that the shops/commercial space on all the floors shall be sold as an independent shop/commercial space with impartial and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the shop/commercial space. The undivided share in the land will have the land area of the project in which the Shop/Commercial Space has been situated and the land area of the common use in the project. It is clarified that only the Shop/Commercial Space owner will have the undivided share in the land of that project. Therefore the land of the project is confined up to the undivided share of the Shop/Commercial Space owners of that project.
4. That the Allottee(s) is/are aware of and has/have knowledge that the building plans are already sanctioned by GNIDA and agree that the company may make any changes, modification, alternations and additions therein, as may be deemed necessary or may required to be done by the Company, the Government/GNIDA or any other local authority or body having jurisdiction. As per the prevailing Building Byelaws of the GNIDA, the F.A.R. (Floor Area Ratio) of the project presently is 4.00 for the Commercial Complex which comprises of fixed nos. of commercial units. In the eventuality of change / increase in FAR whatsoever, the company shall have the right to explore the utilization of space on terrace or elsewhere to achieve the enhanced FAR. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment letter and terms & conditions contained herein, the consent and no objection of the allottee(s) shall be presumed to have been obtained in writing for all times and now forth the Company in not under obligation to again inform and seek acknowledgement and consent of the Allottee(s) and it is considered company to have fulfilled the mandatory requirements of all prevailing applicable laws.
5. That the consideration is for the total area of the said shop/commercial space which will be sub-leased, as mentioned herein the property known as "Super Built up Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever stated above. That the dimensions shown in the brochure, map or any other document have been calculated on, unplaster brick wall to brick wall basis. The Company can sub lease the vacant shop(s)/commercial space or the complete Block of the shop(s)/commercial space as a whole or in part to one or more person (s)/ Company (ies)/ Institution (s), whosoever and the allottee(s) shall have no objection to the same.
6. That the amenities like Road, Electricity, Sewer and Water supply etc. are to be provided by the GNIDA or any other Concerned Authority up to the boundary of the said project. The company shall carry forward all the above mentioned amenities within boundary of the said project. The delay in providing the above said facility on the part of the GNIDA or any other Concerned Authority shall not be considered as the delay on part of the company.
7. That the Allottee(s) shall execute and sign various agreements like maintenance agreement, parking allotment agreement, agreement for supply of electricity, agreement for power back-up, or any other agreement, as and when the company formulates / executes the same and if the same are not executed by the Allottee(s) for any reason whatsoever, then the company reserves the right to cancel the said allotment and forfeit the 10% of the Basic Sale Price and refund the balance amount without any interest.
8. That the schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).

Company

Signature of the First Allottee

Signature of the Second Allottee

**Note: In case, reissuance of allotment letter is required / requested by the allottee(s) for any reason, the company has sole rights to reissue it or reject the application of reissuance. In case if it is reissued, it shall attract a fee of Its. 10,000/- (Its. Ten Thousand Only) as administrative charges which shall be payable by the allottee(s) in advance.**

9. That the schedule of payment/installment is duly explained to the Allottee(s) and the said payment schedule is acceptable to the Allottee(s). That the on time payment as per the payment schedule shall be the essence of the transactions. It shall be the responsibility of the Allottee(s) to comply with the terms and conditions of the payment schedule and other terms and conditions of the application form. The Allottee(s) undertakes that in case of failure to adhere to the payment schedule and failure to make full and timely payment, the company has the option of waiver and extinguishment of the Allottee(s) rights under these terms and conditions and the Allottee(s) shall cease to have any right, title, interest whatsoever in the said commercial unit and shall also be liable for forfeiture of the Earnest money (which is 10% of the "Basic Sale Price" as per the payment schedule). Also, no separate demand letter for the installment falling due is required to be sent by the company and that shall not be claimed as a right by the Allottee(s) or duty/obligations towards the company.
10. That the vehicle parking will be provided in a multi-level and mechanical basement parking and the same is optional and separately purchasable subject to the availability and as provided in the sanctioned plan and GNIDA by-laws. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee(s). No car/ vehicle owner shall claim any right or interest or title over the vehicle parking space inside the complex except those who have reserved the vehicle parking space. The company also reserves its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Maintenance Agency. The Maintenance Agency or sub-lessee(s)/owners/allottee(s)/occupiers of the commercial unit shall not have any right over the un-allotted parking spaces.
11. That the allottee(s) and their family members have a right to visit and inspect the premises during the course of construction but while deriving this right, the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit on account of any accident / mishap / injury that may occur at the time of inspection during constructions or after constructions with the purchaser or any of the family member accompanying him/her Also, the Allottee(s) and the family members of the allottee(s) who visit and inspect the project shall do so at their own risk and consequences and shall take personal precaution and abide by all safety norms, rules, regulations, etc. as applicable at the time of construction and displayed at the site. Further the allottee(s) will fix up the Date & Time with the "Project in Charge" before making a visit of the site. For the purpose of proper co-ordination and Date and time would be fixed depending upon the availability and at the discretion of the "Project In-charge".
12. That the allottee & co-allottee (if any) will have equal share in the shop/commercial space and in case of death of any of them, the booking will continue only after providing a death certificate, order / certificate regarding the legal heirs of the deceased from the appropriate court of law / concerned authority and a No Objection Certificate from the bank, if availed a loan. Similarly in a divorce case or where a dispute arises between the allottee(s), booking will continue only after providing consent in writing by all the allottee(s) and No Objection Certificate from the concerned bank.

The interest for the delayed payment shall be charged. The dispute whatsoever as stated above shall not give any effect to that. In all the above said circumstances, there will be a time limit of maximum up to two months; there after the company may cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in case of such cancellation, there will be a deduction of 10 % of the Basic Sale Price of the Shop/Commercial space and the amount shall be refunded without any interest. For the refund in above said cases, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee(s).

Company

Signature of the First Allottee

Signature of the Second Allottee

13. That the installments of payment of the commercial unit in commercial complex will be due at the intervals as per prescribed payment plan(s) and opted in the application form and an interest @ 18% per annum shall be applicable and charged on the delayed payment, However there will be a grace period for the delay of 15 days from the due date of payment, and in case the delay exceeds more than fifteen days then no grace period will be considered and interest @ 18% per annum shall be charged from due date of the installment. In case payment is not received even after a delay of two months from the date of payment falling due or in the event of breach of any of the terms & condition of the application form / allotment letter, by the allottee(s), the booking / allotment shall be cancelled and 10% of the Basic Sale Price of the commercial unit in the Commercial Complex shall be forfeited by the company and balance amount will be refunded to the allottee(s) without any interest. In the eventuality of prolonged delay, where the cancellation could not be done by mistake or for any other reason, in exceptional circumstance then the company may in its sole discretion condone the delay on receipt of payment by enhancing the cost of the commercial unit as per the prevailing rates or charge interest @ 18% per annum, whichever is higher.

14. That in case of any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting in upto 2% change increase / decrease in the super built-up area of the commercial unit, the consent for the said change is not required from the allottee(s) as the consent is deemed to be there and the company will neither charge additional amount nor make any refund to the allottee(s) for such 2% increase or decrease respectively in the Super Built-up Area of the commercial unit.

However, if there is any major alternation/ modification resulting in more than 2% change in super built-up area of commercial unit in the commercial complex, any time prior to and upon the offer of possession of the commercial unit in the commercial complex, the company will intimate to the allottee(s) in writing about the said changes thereof and the change in the cost. The allottee(s) shall have to give his /her /their written consent or objection within 30 days from date of such notice about the changed cost and no charges whatsoever in the construction place will be made / entertained by the company.

In case the allottee(s) fails to give his/her/their written consent and/or objections for such change, then the booking / allotment shall be cancelled and the company shall refund the money received from the allottee(s) after forfeiting the 10% of Basic Sale Price and PLC and the balance amount shall be refunded without any interest. In case the allottee(s) give his/her/their written consent, then the company shall refund the reduced cost to the allottee(s). In case the allottee(s) gives his/her/their written consent, then the enhanced cost would be payable by him/her/them within a period of 30 days from the date of written consent sent by the allottee(s).

It shall always be clear that any alteration / modification resulting in more than  $\pm 2$  % change in the super built up area of the shop/commercial space, then the demand or refund shall be applicable for the entire area eg, : for the area increased/decreased over the initial offered area.

15. In case the allottee(s) is/are NRI / PIO then, the allottee(s) shall be solely responsible for the compliance and observance of the formalities and provisions of the Foreign Exchange Management Act-1999, Reserve Bank of India Act and rules / guidelines made / issued thereunder and notifications promulgated from time to time and any other law as may be prevailing at the time of making application, allotment or thereafter shall be the responsibility of the allottee(s). In case any such permission is ever refused or subsequently found lacking by any statutory authority or the company, the amount paid towards sale consideration will be frozen and refunded by the Company as per rules and Government directions after forfeiting an amount equivalent to 10% of the Basic Sale Price of the commercial Unit in the Commercial Complex and the balance amount shall be refunded without any interest and the booking / allotment may be cancelled forthwith without any liability of the Company on such account and that the allottee(s) shall keep the Company fully indemnified and harmless in this regard and all the responsibility for statutory and legal compliances of such payment will be that of the allottee(s).

Company

Signature of the First Allottee

Signature of the Second Allottee

16. That if for any reason whether within or out of the control of the company whole or part of the scheme is abandoned then no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.
17. That the construction of the project is likely to be completed as early as possible, however, the following factors can affect the same, viz. irregular and delayed payments by the allottee(s), non-availability of building material, etc., dispute with the contractor, change of laws by Government/ local authorities/any court order, denial or delay in sanctions of building plans or other approvals from the concerned authorities, GNIDA, etc. force majeure circumstances etc. No criminal complaint, consumer complaint, claim by way of damage, compensation, etc. shall be made against the company/its directors/employees/representatives in case of delay in handing over the possession or cancellation of the commercial unit and/or of commercial complex project on account of the aforesaid reasons or any others reasons beyond the control of the company.
18. That the construction can be completed prior to the date mentioned in the allotment letter and in that case balance amount of Basic Sale Price & all type of charges shall be come payable from the date of "Offer for Possession" and the allottee(s) shall not refuse to take possession on any ground whatsoever. The date given in the allotment letter for completion of the Project is an assessment only and construction can be completed earlier to that.
19. That a written intimation about the "Offer of Possession" of commercial unit in commercial complex will be sent to the allottee(s) for compliance with the requisite formalities viz. Obtaining NOC from the accounts department of the company, Obtaining NOC from Bank / Financial Institution (in case finance is taken against the commercial Unit), Registration of Tripartite Sub Lease Deed etc. The offer for possession will have a time of 45 days from the date of the "offer of possession" letter, within which the Allottee(s) is/are under obligation to complete all the formalities relates to payment of due amount and seeking N.O.C.(s) and getting Tipartirite Sub leases deed registered in his/her/their name. The allottee(s) shall be considered as the Sub-lessee(s) of the commercial unit in commercial complex only after the execution and registration of Tripartite Sub Lease Deed. The physical possession of the shop/commercial shop shall be handed over to the Allottee(s) only after completion of the process of registration of Tripartite Sub-Lease Deed with the registrar office.
20. After the expiry of above mentioned 45 days the monthly maintenance charges shall be applicable and levied upon the commercial unit in commercial complex whether the allottee(s) has taken the possession or not. Also, a request, if any, made by the Allottee(s) for the purpose of any repair work in commercial unit/space or any dispute/litigation is initiated by the allottee(s) before or after the receiving of "Offer of Possession" letter, it shall not affect and extend the time period of 45 days as mentioned in preceding clause.
21. That if there is a delay in handing over the possession of Shop/Commercial space beyond 6 months from the proposed agreed date of possession due to any reason(s), which are within the control of the company, then the company will pay to the allottee(s) delayed possession charges @ Rs. 20/- per sq. ft. per month for the super built-up area of the shop/commercial space for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa, the penalty of Rs. 20/- per sq. ft per month on delay in taking of possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not proceeds with the requisite compliance as per the letter of "offer for possession". The holding/waiting period, where the allottee has not taken the possession will be computed from the date of letter viz "Offer for Possession" & the holding and wait period shall have a maximum limit of 3 months, thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and after deducting the said charges for holding/waiting period along with the maintenance dues and deduction of 10% from the basic cost of shop/commercial space & PLC shall also be applicable as per the terms & condition of the company. That in all the case of refund, where a loan was availed for the said unit in Shop/Commercial space, the loan dues will be refunded to the bank/financial institution first thereafter the balance amount (if any)

will be refunded to the allottee(s).

22. That as soon as the construction is completed and after applying for the "Completion Certificate" to the Authority concerned, the Company shall intimate to the allottee(s) for clearing all dues including interest on delay payment (if any). That any delay on account of the authority for issuance of the "Completion Certificate" shall not be considered as any delay on account of the company. The date of applying the "Completion Certificate" shall be presumed as the date of completion, and the company shall not be liable for the penalty for delay in possession after the said date.
23. That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items.
24. That the Tripartite Sublease Deed/ Registration of the unit in commercial complex shall be executed and registered in favor of allottee(s) by the company after receipt of total sale consideration and all other charges agreed herein and other connected expenses/charges (i.e. cost of Stamp Duty for registration of the Tripartite Sub lease Deed, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges etc.). All the above stated expenses/charges shall be borne and paid by the allottee(s). The allottee(s) shall be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
25. That until a Sub lease Deed is executed and registered; the company shall continue to be owner of the Shop/Commercial Space. The allotment shall not give any right or title or interest therein to the allottee (s) even though all the payments have been received by the company. It is further clarified that the company is not constructing a Shop/Commercial Space as a contractor to the allottee(s). On the other hand, company is constructing the Project as its own as a promoter, the sub lease will be affected after the actual construction/finishing of the Shop/Commercial Space and by way of an executed sub lease Deed. The Company shall have first lien and charge over the Shop/Commercial Space for all its dues that may/become due and payable by the allottee(s) to the company.
26. That after taking possession of Shop/Commercial Space, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of Shop/Commercial Space or any other ground whatsoever.
27. That all taxes such as Property Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges and any alteration(s) / amendment(s) / modification(s) in all such taxes due to changes in rules, bye-laws, etc. shall be borne and payable by the allottee(s) from date of offer of possession. The allottee(s) shall be liable for any breach / defaults of any of the conditions, rules or regulations as may be applicable from the date of offer of possession. It shall be always clear, understood and agreed that for any futuristic taxes only the allottee(s) of the commercial unit in commercial complex shall be liable for that and the company shall not be held responsible for the said taxes by any name whatsoever.
28. That the allottee(s) after taking possession shall comply with all the mandatory requirements and compliances as applicable on the said project as per the rules, regulations, laws, of Central and State Government, concerned authorities like U.P. Industrial Area Development Act and Rules, Environmental Impact Assessment (EIA) norms, rules of U.P. Pollution Control Board, Water Commission, any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Govt. / Govt. of India and any alteration(s) / amendment(s) / modification(s) in all such laws, rules, regulations and the allottee(s) shall be liable for any breach / defaults of any of the conditions, rules or regulations as may be applicable.

Company

Signature of the First Allottee

Signature of the Second Allottee

29. That the Advertisement board / signage can be placed only on specified place, earmarked by the company in the complex. The Advertisement boards can be placed only after obtaining written permission from the Company and after paying the charges for the same as decided / chargeable by the company on the date of giving permission However; company has power to take the final decision regarding the display of Advertisement Boards / signage.
30. That single point electric connection will be taken for the Project from the Noida Power Company Ltd and the electricity will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted by him/her/them in the application. All expenses towards installation of electric meter and other connected charges will be borne by the intending allottee(s) as decided by the company at the time of issuance of the "Offer For Possession".
31. That the per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel and other expenses at the time of possession. The rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company or its nominee Maintenance Agency from time to time.

**Note: - Any request for reducing the electrical and power back-up load will not be entertained and no refund shall be made thereon.**

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

That the allottee(s) also has/have to pay Monthly Maintenance Charges to the Company/ Maintenance Agency and these charges (Rate per Sq.ft of the Super Built up Area) will be decided by the Company at the time of offer of poss.e.s.sion. These Monthly Maintenance Charges..shall be taken, through the

Company

signature of the First Anottee

signature of the second through

Electricity Meters Bills and will be utilized for electricity expenses of common area, cleaning, and Maintenance of lifts, roads, security and other amenities falling under the common use and for the common area of the projects "Galaxy **Blue Sapphire Plaza**". The Rates of Monthly Maintenance Charges can be realized by the Company/ Maintenance Agency even after possession of the shop/commercial space is handed to the allottee(s) and the rate of Monthly Maintenance Charges are subject to revision from time to time keeping in view the inflation in expenses and rise in the maintenance cost.

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

37. That the allottee(s) has/have to sign a "Maintenance Agreement" with the Company or its nominee as appointed by it at the time of possession of the Commercial unit. The Allottee(s) undertakes to pay 01(one) year Maintenance charges in advance to the company at the time of the possession of the commercial unit in the commercial complex.

38. That at any point of time the Company may decide and dedicate entire / part of any floor(s) of the Commercial Complex for the showrooms/shops/offices etc. for carrying out the business of specific items and the allottee(s) will not be allowed to carry out any other activity / business on entire / part of such floor(s) without the written permission of the Company. Further the company will continue to hold the "Right to Lease" the commercial Unit to Business Houses / Groups and the lease rent / period & Other Term & Conditions will be finalized by the company after mutual discussions for a period of 6 months after handing over the possession of the commercial Unit to allottee(s).

39. That the use of the commercial unit is not allowed for the following purposes even after the execution and registration of Tripartite Sub Lease Deed:

- a Butcher shop/ slaughtering of animals / trading of live animal stocks
- b. Storage of any chemical/hazardous material prone to fire / leakage
- c. Service station of any type of automobile
- d. Trading of building materials or any other commodity which are required to be stacked outside the shop area.
- e. Public Nuisance and anything dangerous to human life and safety
- f. Any activity which creates noise pollution or air pollution or water / chemical pollution.
- g. Pets would not be allowed.
- h. Any business/trade/product/goods which is/are restricted and not allowed by the government / concerned authorities to be done/sold publicly at any particular place or time.

40. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/State Govt. /Maintenance Agency nominated by GLDIPL and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after completion of the Complex. The Commercial Unit shall be used for the purpose for which it is allotted.

- a That the Commercial Unit shall not be used for any purpose which may or likely to cause nuisance to the allottee(s) of other Commercial units in this Complex or to crowd the passages to use it for any illegal or immoral purpose.
- b. That the Commercial Unit shall be used for activities as are permissible under the Law.
- c. That the allottee(s) will be responsible for any damage to any equipment in the Complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item or any part of the complex or other Commercial Unit if the same occurs due to his/her/their representatives /employees/signatories/family members/assignees negligent or willful act.

41. That the commercial unit in commercial complex shall not be used for the purpose which may or 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 sub-lessee(s), owners or associations of owner, they shall not be permitted to close lobbies, lounges, common corridors, even if particular floor/floors is occupied by the same sub-lessee(s)/owner . Any alteration in eleyate' and

Company

signature of the First Aulottee

signature of the Second Aulottee

outside color scheme of exposed walls or any external wall of commercial complex shall not be permitted. Any type of change inside the unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted. That the allottee(s) will maintain the symmetry in sizes of the sign Board(s) to be displayed outside their commercial units in the commercial complex, as per the policy to be decided by the company.

42. That at the time of handing over the maintenance of the Project to the Maintenance Agency, the following will be handed over to the Maintenance Agency, all existing lifts, corridors, passages, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, lift rooms at terrace and other area falling under the common area.
43. That all the unsold Spaces and areas which are not falling the part of common area shall continue be the property of the company and all right are reserved with the company for the said areas.
44. That the contents of each commercial unit in commercial complex along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. and the company after handing over the possession of a commercial unit in commercial complex shall not be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through Maintenance Agency collectively, if so decided after taking of Possession of the Commercial Unit.
45. That it shall be the responsibility of Allottee(s) to inform the company in writing by Speed Post / Registered A/D letter or Courier (with POD) about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondences, demand letters, notices and letters posted at that address will be deemed to have been received by the Allottee(s) and the company shall not be responsible for any default.
46. The parties hereby agree that all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the allottee(s) otherwise disputes shall be refer for the arbitration for resolution. For arbitration, such disputes shall be referred to the Chairman of the Company who shall then appoint a sole Arbitrator in the matter for conduct of fare arbitration proceedings. The arbitration proceedings shall always be held in the city of Noida (U.P) India. The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it shall have exclusive jurisdiction in all matters arising out of or touching and/or concerning this allotment. The language of the arbitration proceedings and court cases shall be English.
47. That the Basement spaces as per the permissible usage can also be allotted for other purposes like storage spaces etc. as per company's decision.
48. That the allottee(s) will have to allow sweepers/maintenance staff to enter in his/her/their Commercial Unit for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Commercial Unit or any other Commercial Unit.
49. Overriding effect: In the event of any inconsistency between the documents of allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the document of allotment shall prevail.
50. That the following Annexure are annexed herewith which are also being the part of this allotment letter.

- a Payment Plan
- b. Specifications

I/we have fully read and understood the terms and conditions mentioned herein above and the terms and conditions of the Scheme Broucher Code - 2015-2016 (Commercial Builders Plot-IV) and the lease deed executed in favor of the company by the GNIDA. All shall be abide by and binding over me/us. It is clear to me/us that for any change in layout; my/our written consent is required as per the law. I/We hereby give consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

**For Plot No. C-03, Sector-4, Greater Noida**

Authorized Signatory

**Signature of the First Allottee**

**Signature of the Second Allottee**

Witnesses:-

1.....

2.....

.....

.....

.....

.....

**Annexure A**

S.No.	Installments	Amount	PLC	Ifms	Other Charges	Amount
1	At the time of booking					
2	Within 30 days from booking					
3	At the time of offer of Possession					

**Annexure B  
Specifications**

1. **Floor**

Concrete floor (-) 50mm from the corridor floor level.

2. **Walls**

Rough plastered walls.

3. **Cei**

Exposed roof slab

4. **Doors**

Toughen glass door with lock & handle.

5. **HVAC**

Provision only, for individual Air / water DX cooled unit

6. **Electrical**

a Emergency light fixtures (connected to landlords UPS) provided on escape route and at all means of egress in common area.

b. Mains and standby with dual supply metering with prepaid meter system.

c. One point electric connection till meter will be provided by developer. The remaining electric reticulation will be done by the buyer.

7. **Signage**

Compahncified location of unifoSignittungefthelFiletifiliffed by the developoSigoatureibtakeWbrttlagaottEfe

shop.

8. **Wet Riser Hose Reels**

Located near each staircase in common area