

ALLOTMENT LETTER

Dated: December 1, 2016

Mr. Manoj Kumar S/o Late Shri. Raghuraj Singh
 And Mrs. Shweta W/o Mr. Manoj Kumar
 R/o HIG 28 ADA Colony Agra Road, Aligarh (U.P.). 202001.
 (hereinafter refer to as Allottee(s))

Sub: Allotment of Residential Plot in the proposed Project 32nd Park View situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way (YEIDA), Distt. Gautam Budh Ngar, (U.P.)

Dear Sir(s)/Madam,

This has reference to your application dated 27 Oct 2016 for the allotment of residential Plot in the proposed Project 32nd Park View situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Ngar, (U.P.) (hereinafter referred to as said 'Project'). In response to your application we, M/s Gaursons Realtech Private Limited, a Company registered under the Companies Act, 1956 having its Corporate Office Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad (hereinafter referred to as the 'Developer' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a residential Plot No. 482 having Area 91.00 sq. mt. in the said Project (hereinafter referred as the 'Plot') for a cost of Rs. 2,831,100.00/- (Rupees Twenty Eight Lacs Thirty One Thousand One Hundred Only) exclusive of certain charges mentioned hereinafter. The payment plan is annexed with this allotment letter.

Proposed date for providing the possession of Plot is 15/01/2017

Whereas M/s Gaursons Realtech Private Limited Company registered under the Companies Act, 1956 having its Registered Office at D-25, Vivek Vihar, Delhi 110 095 and its Corporate Office Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad, U.P. is the owners of the land measuring 250 Acres, the details of purchase whereof are as under :-

And Whereas by an agreement dated 07-02-2003 termed as "Concession Agreement" between Taj Expressway Industrial Development Authority (Now YEIDA) a statutory body constituted under U.P. Industrial Development Act, 1976 and having its principal office at J-3, Sector-41, Noida, Distt. Gautam Budh Nagar-201301, Uttar Pradesh, India (Lessor) and Jayprakash Industries Limited, a company incorporated under the provisions of companies Act 1956 and having its Registered Office at 5 Park Road, Hazratgunj, Lucknow (UP) and Head Office at JA House, 63 Basant Lok Community Centre, Vasant Vihar, New Delhi-110057, India the Concessioner (Sub Lessor) was granted concession for arrangement of finances, design, engineering, constructions and operation of the Expressway.

And Whereas in the terms of the provision of Concession Agreement to full fill its obligation YEIDA agreed to transfer on lease to Jaypee Infotech Limited (JIL) "Sub-Lessor" (a subsidiary company of Jayprakash Industries Limited) 25 million sq.mtrs of land for commercial, amusement, industrial, institutional and residential development at 5 or more locations along the Expressway, including 5 million sq.mtrs. of land in NOIDA/ GREATER NOIDA.

Cont.2

Developer

Signature of the Allottee(s)

Whereas (Lessor) in part of discharge of its obligations under Concession Agreement for the transfer of land for development, has earmarked 548.7635 hectares of land at Mirzapur land parcel (Subject Land) out of which 529.3918 hectares of land already transfer infavour of JIL by different lease deed and for the rest of 19.3717 hectares land a necessary action is being taken by YEIDA.

And Whereas YEIDA granted unfettered rights in favour of JIL to sub-lease the whole or any part of the subject land whether developed or undeveloped and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the subject land or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEIDA or of any other relevant Authority.

And Whereas the Gaursons Realtech Pvt. Ltd. (Sub lessee/Developer) is developing a township measuring around 250 Acres. The Sub-Lessor (JIL) transferred that land by way of five separate Sub-Lease Deeds, (1) on dated 22-05-2013 registered vide document no. 13251, book no. 1, volume no. 11798 and page no. 299 to 450 and (2) on dated 05-10-2013 registered vide document no. 24479 book no. 1 volume no. 14222 and pages 85 to 134 (3) on dated 09-01-2014 registered vide document no. 14828 book no. 1 volume no. 781 and pages 227-282, (4) on dated 27-06-2014 registered vide document no. 20325 book no. 1 volume no. 16236 and pages 189-242 and (5) on dated 31-07-2014 registered vide document no. 25183 book no. 1 volume no. 16526 and pages 107-162 all are registered in the office of the Sub-Registrar Sadar, Gautambudh Nagar, U.P. in favor of Developer.

And Whereas all the terms and conditions of the lease deed executed by YEIDA in favour of Jaypee Infrastructure Ltd. and the sub-lease deed(s) in favour of the Developer shall also be applicable and binding over the allottee(s).

And Whereas the project 32nd Park View is situated on the land pertaining to sub-lease deed document no. 25183 dated 31.07.2014 mentioned above.

And Whereas the layout plan of the Township Gaur Yamuna City and the Project 32nd Park View has been submitted /sanctioned to/by YEIDA. The entire land of said Township has been divided into various parts for the development and construction of various projects like Group Housing, commercial, small residential plots and other facilities etc.

And Whereas the Developer is entitled to allot the plots of different size and dimensions to various persons in the Township Gaur Yamuna City. Separate sub-lease deed of the plot allotted shall be executed in favour of allottee(s) for the unexpired period of lease deed in favor of Jaypee Infratech Ltd.

And Whereas as per the layout plan of the project 32nd Park View it is envisaged that the project is having the residential plot of different size and dimensions along with the roads, park and club house etc.

And Whereas the documents of the title of Developer pertaining to said land, layout plan of the township and layout plan of the project 32nd Park View already has been provided to the Allottee(s), these layout plans are tentative and the Developer make such changes, modifications, alteration and additions therein, as may be deemed necessary or required to be done by the Developer, the Govt. / YEIDA.

Cont.3

Developer

Signature of the Allottee(s)

And Whereas the Project 32nd Park View is situated in the Township Gaur Yamuna City, Township maintenance charges along with the monthly maintenance charges of the project 32nd Park View shall be applicable and the one time interest free maintenance security deposit (IFMS) @ Rs. 718/- per Sq. Meter is also payable, these shall be computed on the basis of per sq.mtr. of the allotted plot area. 25% of the IFMS and 15% of Monthly Maintenance charges shall be transferred in the head of Township Maintenance.

And Whereas the electricity connection of the plots shall be provided from the single point electricity connection of the project through separate meters and electricity charges along with the above mentioned maintenance charges shall be charged on prepaid basis. The monthly maintenance charges for the First Year shall be paid to the Developer in advance @ Rs. 24 per sq.mtr. at the time of offer of possession.

And Whereas the Developer shall provide the roads, sewer and drain lines, water supply lines and electricity supply lines in the project 32nd Park View, these shall be provided upto the boundary only of the plot allotted.

And Whereas the Developer reserves its all rights pertaining to the club house to be constructed in the project 32nd Park View which shall remain the property of the Developer, the plot buyer(s) have not to pay any club membership charges, however annual club charges on applicable rates shall be payable to the Developer. The Developers also reserve it's all rights regarding the un-allotted plots/unsold areas.

And Whereas the Developer offered to sell Plots of different sizes and dimensions in the said Project under the name and style of '32nd Park View' situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.)

And Whereas after being fully satisfy himself/herself/themselves the allottee(s) has/have agreed to acquire from the Developer a Plot No. 482 Area 91.00 sq. mt. in the aforesaid Project.

And Whereas Developer has allotted aforesaid Plot in the said Project to the allottee(s). The consideration, as mentioned hereinabove, is for the total area of the said Plot only.

Cont.4

Developer

Signature of the Allottee(s)

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

Interpretation of some Indicative terms

Applicant :- means persons, applying for allotment of the said plot, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

Application (Booking Application):- A request for allotment of plot made by the Person(s)/Firm/Company on a standard format namely booking application form of Developer. In case of more than one applicant the other will be considered as co-applicant prior to execute the allotment letter they will be considered as Intending Allottee(s).

Allotment Letter:- Confirmation of booking of plot by the Developer, a standard prescribed format of company containing the terms and conditions of allotment, duly executed between the Developer and Intending Allottee(s).

Allottee(s) :- Those who have executed the allotment letter over a standard format of Developer thereafter a particular (s) plot 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 plot.

Cost of the Plot - The consideration amount for the plot exclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter.

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the Developer 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 Developer's ability to perform obligations under this Application, 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.
- (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, 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/ Developer from complying with any or all the terms and conditions as agreed in this Application; 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 project/Said plots 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.

Payment Plans:- These are the mode of payment towards the captioned booking of plots having mode, intervals and the time frame for the payments

Maintenance Charges:- means the charges to be paid for the maintenance and upkeep of the Said Project 32nd Park View and the Township Gaur Yamuna City on the total area of the Said plot.

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 Plot/Said Project.

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Developer

Signature of the Allottee(s)

Township:- means a large development having many duly en-marked projects, wherein all the internal infrastructure within the boundary shall be provided by the Developer.

Township Maintenance & Charges:- means the monthly charges payable in advance through prepaid system/prepaid electric meter by the Owner/Occupier of the Plot to the Developer for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township.

TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT OF PLOT :-

1. That the project is the part of a township and the layout plan of the township has been sanctioned by the Development Authority wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the plot owner shall be confined up to the particular project wherein the plot situated. The up keeping and maintenance of the township and the Project will be carried out by the Developer or its nominee, the plot owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project to the Developer. The common areas are confined with a particular project only i.e. the common area within the boundary of particular project. Therefore the facilities/amenities provided in the township shall not be claimed as common areas.
2. As there are many plots in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement & agreement for supply of electrical energy etc. have to be executed with execution of allotment.
3. That the total consideration and other charges has been finalized between the Developer and the Allottee(s), installments of payment will run as opted in the application form/mentioned in the payment plan annexed with this allotment letter. The allottee(s) shall be bound to make timely payments as per the payment schedule and in case of default, interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The allottee(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Developer's corporate office or from the consumer portal on Developer's website - www.gaursonsindia.com.
4. Timely payment is the main essence of the booking & allotment and in case of delay, interest @ 9.5% per annum shall be charged for the delayed period. In case two regular instalments remains unpaid the booking/allotment shall be treated as cancelled and 25 % amount of the cost of the plot shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after rebooking of the Plot and after receiving the sum of refundable amount from the new buyer. It is duly explained to the allottee(s) that Developer will utilize the deposited amount for the development of the project or any duty/obligations towards the Developer.
 Note: Timely payment being the main essence of the booking, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reasons shall be the sole responsibility of the allottee(s).
5. That the sanction layout plan of the project "32nd Park View" is having duly nomenclature plots of various size and shapes, no bifurcation of plot shall be permitted.
6. That due to any change in layout made by the Developer/State Government/YEIDA or any other local authority/body having jurisdiction, resulting variation in the area of the Plot:
 - a. In case of increase in the area the allottee(s) have to pay the consideration for the increased area at the per sq. mt. rate as specified in the application form/allotment letter of the Plot.
 - b. In case of decrease in the area of the Plot, the amount will be refunded in accordance with 'per sq. meter rate' as specified in the application form/allotment letter of the Plot.
 - c. In case the intending allottee(s) does not want to accept the change in area of the Plot, the amount received from him/her/them will be refunded without any interest thereon/deduction therefrom.
7. That the allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without prior approval of the Developer, who may in its sole discretion permit on such terms as it may deem fit.

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Developer

Signature of the Allottee(s)

8. That it will be necessary to obtain a No Dues Certificate/NOC from the Developer in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Developer, and the said NOC will be issued by the Developer upon payment of administrative charges @ Rs.100/- per sq. mtr. of the total area + service tax.
9. That the building over the plot will be constructed as per the rules and regulations of the YEIDA, as per the approved map, the buyer shall be responsible for all deviations, violations or breach of any of the conditions laws/bye-laws rules and regulations.
10. That the plot owner(s) will obtain approval of the building plans of Plot by himself from YEIDA and all the charges relating to the sanction of building plans will be borne by the him/them, the construction could be started only after getting approval from YEIDA. During the construction the plot buyer(s) will not damage the common area such as roads, parks, sewer, water line etc. in case of damage the plot owner(s) will bear the charges for repair/reinstallation.
11. That the Plot Buyer(s) shall not have any right for construction of any type/nature, gardening, parking etc. in the open spaces in front of his/her/their Plot. The vehicles will be parked inside the Plots. The plot shall be used for the residential purposes only, no commercial activity shall be allowed.
12. That the allottee(s) is/are aware that various Plots are being allotted to various persons and he/she/they will use said Plot for residential purpose only and shall not use aforesaid Plot for any other purpose, which may or likely to cause nuisance to the allottee(s) of other Plots. Any type of encroachment/ construction in the entire Project including roads parks etc. shall not be allowed.
13. That the allottee(s) has read over and understood all the content/terms & conditions of the maintenance agreements and agreement for supply of electricity, he/she/they do agree with all the terms and conditions mentioned therein and all the terms and conditions & covenants of these agreements shall be always binding towards the allottee(s).
14. The maintenance charges shall commence from the date of possession of the plot with the execution and registration of sub-lease deed in favour of allottee(s). The offer for possession will have a cut off date, after the expiry of cut-off date the maintenance charges shall be applicable and payable by the plot buyer even if he do not take the possession.
15. In case the allottee(s) surrender /cancel the booking/allotment at any stage due to any reason whatsoever than 25 % of the cost shall be forfeited balance(if any) shall be refunded without interest.
16. That In case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicant(s) or bank/financial institution, the Developer has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Service Tax as applicable, as administrative charges and shall be payable by the allottee(s).
17. That if there is delay in handing over the possession of plot beyond the grace period of 6 months from the estimated date of possession due to any reason(s) which were within the control of the Developer, the Developer will pay to the Allottee(s) an interest @ 9.5% per annum over the deposited amount of cost of the plot excluding the taxes and other charges provided that all due instalments of plot were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time, In case allottee(s) do not proceed with the possession, the penalty of Rs. 50/-per sq.mtr. of the total Area of the plot shall be applicable and payable by the allottee(s); the said penalty shall commence from the date of offer of possession.
18. The holding and waiting period of an plot shall have a limit maximum of 6 months where the allottee(s) do not proceed for possession i.e. the sub-lease deed of plot remains pending at the end of the allottee(s) even the entire cost has been paid, the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and with deduction of 25% of Cost of plot will be entitled and entertained.
Note:- For all the cases of refund, the amount deposited as applicable taxes and delayed period interest shall not be refundable and cannot be claimed from the Developer.

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Developer

Signature of the Allottee(s)

19. That the allottee & co-allottee (if any) will have equal share in the plot and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Developer will hold the booking / allotment for two months only there after the Developer can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.
- Note: It shall be always clear that if availed loan for the plot the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.
20. That the Developer may restore the cancelled plot in its sole discretion after receiving 10% of the cost of the plot as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.
21. That the Project "32nd Park View" is situated in the Township Gaur Yamuna City, Township maintenance charges along with the monthly maintenance charges of the project "32nd Park View" shall be applicable and the one time interest free maintenance security deposit (IFMS) @ Rs.718/- per Sq. Meter is also payable, these shall be computed on the basis of per sq.mtr. of the allotted plot area. 25% of the IFMS and 15% of Monthly Maintenance charges shall be transferred in the head of Township Maintenance. That the remaining amount of Interest Free Maintenance Security IFMS after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connections etc. will be handed over to RWA (Resident welfare association) at the time of handing over the maintenance of the project.
22. That electricity connection of the plot shall be provided through the single point electricity connection via separate meters. Those meters are specifically designed and working on prepaid bases, the charges of power backup supply, monthly maintenance charges shall also be charged/deducted with the same meter. In case any dues remain unpaid, the electricity shall not remain on without the clearance of dues. The electricity and power backup connection/installation charges are applicable and payable by the allottee(s) at the rate mentioned in the application form and shall be payable at the time of possession. The monthly maintenance charges for the First Year shall be paid to the Developer in advance @ Rs. 24 per sq.mtr. at the time of offer of possession.
23. That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Authority concerned up to the boundary of the said project. The Developer will carry out all the above mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Developer.
24. That the allottee(s) after the registration of Sub-Lease deed in its favour shall be considered as owner and Owner have to obtain completion certificate from the YEIDA regarding the said plot within 5 years from the date of possession, failing which 5% of the cost of the plot can be imposed as penalty by the Developer and same shall be payable by the Buyer to the Developer.
25. 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 Developer as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same to the Developer as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Developer.

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Developer

Signature of the Allottee(s)

26. That all taxes such as House Tax, Water Tax, Sewerage Tax or any other taxes or charges shall be payable by the owner(s) of plot from the date of possession i.e. from the date of Sub lease deed.
27. That the Sub lease deed of the plot shall be executed and registered only after completing the development, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter and agreement for maintenance, electricity etc. shall also be paid and borne by the allottee(s).
28. That until a Sub-Lease Deed is executed and registered; the Developer shall continue to be the owner of the Plots and also the development thereon. This allotment shall not give to the allottee(s) any right or title or interest therein even though all payments have been received by the Developer. The Developer shall have the first lien and charge on the Plot for all its dues that may/become due and payable by the allottee(s) to the Developer.
29. That it is hereby agreed, understood and declared that the Developer may take development finance/demand loan for development of the above said complex of plots from the banks/financial institutions after mortgaging the land/plot of the said complex of plots. However, the sub lease deed in respect of plot in favor of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
30. That it shall be the responsibility of allottee(s) to inform the Developer in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the allottee(s) and the Developer shall not be responsible for any default. In case of booking in joint names, all communications shall be addressed and sent by the Developer to the first allottee at the address given in the application form and which shall for all purposes be considered as served to all the allottee(s).
31. That in the event of any dispute whatsoever arising connected with the booking/allotment of the said plot, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN UP. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India, The Arbitration and Conciliation Act-1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.
Log on to CREDAI (NCR) at www.credaincr.org.
32. In case of NRI's to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
33. The following Annexure are annexed herewith which are also being the part of this allotment letter.
 - A) Payment plan.
 - B) _____
 - C) _____
 - D) _____
 - E) _____
 - F) _____

Cont.9

Developer

Signature of the Allottee(s)

Disclaimer: I/we have fully read over and understood all the terms & conditions mentioned herein above and terms & conditions mentioned in maintenance agreement, agreement for supply of electrical energy. My/our all queries have been duly explained by the executive of the Developer. I/we have discussed and taken legal advice from the counsel of my/our own choice. It is clear to me/us that for any change in layout of the project, my/our written consent is required as per the law, I/We hereby given consent to that the Developer can make any type of change in layout/elevation/design of the project. My/our consent will be presumed as all-time written consent for the same.

Date

Place

Developer

Signature of the Allottee(s)

MAINTENANCE OF COMMON SERVICES AND FACILITIES

To,

Director,

M/s Gaursons Realtech Private Limited,

Gaur Biz, Plot No. 1,

Abhay Khand - II, Indirapuram, Ghaziabad-201010

Sub: Request for Maintenance of common services and facilities of the Project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.)

Dear Sir,

A residential Plot No. 482 having Super Area 91.00 sq. mt. has been allotted to me/us in the above said project. I/We hereby request you to take care of Maintenance of Common Services and facilities of the Project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.)

It is clear to me/us that the maintenance agreement is about the maintenance of common service of the project and it is not for the maintenance of an individual plot/unit. The maintenance of the project contains lighting of common areas, water supply, parks, sewage, drainage, cleaning, garbage disposal and security etc.

It is also clear to me/us that after developing the infrastructure of the project "32nd Park View" with all the amenities, the possession of the unit will be offered to me/us and the maintenance will commence from _____ date or the date of possession of the unit by me/us whichever is earlier.

I/We, am/are ready to sign the requisite Maintenance Agreement and pay the Security deposit beside the charges/expenses, as per the said agreement.

*Maintenance date will be decided at the time of offer for possession,

Thanking You,

Your's Faithfully,

Signature _____

Name _____

Plot No. 482

Maintenance Agreement

This Agreement is made on this _____ day of _____ 20____, at GHAZIABAD between M/s Gaursons Realtech Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at D-25, Vivek Vihar, Delhi-95 and Corporate office at Gaur Biz Park, Plot No. 1, Abhay Khand-2, Indrapuram, Ghaziabad acting through its Authorized Signatory Mr. _____ S/o Shri _____ authorized vide Resolution dated _____ passed by the Board of Directors of the Company. (Hereinafter referred to as COMPANY / FIRST PARTY)

And

Mr. _____ S/o _____ And Mrs. _____ W/o Mr. _____ (Hereinafter referred to as ALLOTTEE(S) SECOND PARTY) which expression shall, unless repugnant to the context thereof, include its successors in interest and permitted assigns etc.)

WHEREAS the Second Party has agreed to appoint the company for maintenance of the Project known as "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.) and the SECOND PARTY is having Plot no. 482, having super area 91.00 sq.mtr. in the said project.

AND WHEREAS the Company shall do the work of maintenance of the Project operation of the Common services therein and the management of the common areas thereof.

AND WHEREAS in pursuance of the above the FIRST PARTY and the SECOND PARTY have signed this agreement.

AND WHEREAS these maintenance services are to support you to lead a calm, peaceful and hassle free living. Please do not evaluate the maintenance services with the Hotel/club industries. Please deal with the maintenance staff gently and follow their advices given from time to time reliably.

Company _____

Consumer _____

NOW THEREFORE THIS DEED WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. That the Second Party agrees and binds himself/herself to pay to Company the maintenance charges @ _____ per sq. ft. in respect of super built up area of the unit(as mentioned in the booking application, allotment letter) and the same shall be charged through the electricity meter. ____% of these monthly maintenance charges will be transferred to the maintenance agency of entire Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. GautamBudh Nagar, (U.P.) and the remaining ____% amount will be used for the maintenance of project _____. The said amount will be utilized for electricity expenses, cleaning, roads, security and other amenities falling under common use and for the common areas of the project _____. The amount will be utilized by the company inter-alia for the purposes listed in Schedule I of this Agreement and the service tax at the prevailing rates will be borne by the Second Party in addition to the above mentioned charges. The maintenance charges are to be paid in advance on monthly basis.
2. That the maintenance charges will be utilized for taking care of the purpose listed in Schedule I of this Agreement. It is expressly agreed between both the parties that the Second Party will always pay the maintenance charges and any other such dues to the Company at their maintenance office in the _____ project. The rate of maintenance and service charges has been fixed keeping in consideration the current price of commodities, services and the electricity charges for common lights, lifts and pumps.
3. That the rate can be raised every year by maximum ____%. The Second Party agrees to this escalation and further agrees that the Company may suitable increase further the aforesaid rate of maintenance and service charges in the event of an increase in cost of above referred factors particularly price of diesel, staff, wages, electricity tariff etc.
4. That the second party agrees to pay interest at the rate of ____% p.a. to the company on the dues in arrears against him/her after the due date of payment prescribed by the company in this behalf, and if the default continues for more than a quarter, rate of interest would increase at ____% per annum.
5. That it is clarified that liability of the Government Taxes, any stamp duty, or any other tax of the unit and the property taxes such as Sewer tax, Water Tax or any other taxes applicable is not undertaken by the Company in this Agreement. It shall be the sole responsibility of the Second Party.
6. That it is to inform that a single point connection will be taken from the authority concerned and this will be distributed through separate electric metres as per prepaid system. All the terms and conditions of electricity supply agreement will be applicable and binding.
7. That it is agreed between the parties that the Second Party shall pay the electricity charges, maintenance charges, power back-up charges, service charges and any other charges to the Company as per prepaid system. The Second Party have to purchase a coupon, which will include all the charges mentioned above on unit basis, the electric meter will be charged by inserting the code no. of above said coupon and the maintenance charges and other charges mentioned above will be automatically deducted through it as on per day basis. The Second Party agrees that if the charges mentioned above are not paid, he/she will pay to the Company interest on the arrears, as stated above. After utilizing the entire credit limit, the electricity of the unit will be automatically shut down, further it will be on by recharging with the above mentioned coupon only. In case the Second Party do not charge the electric meter and it remains off, then whenever it will be charged the previous dues will be deducted first thereafter if any credit remains then only the electricity will be on.
8. That the minimum coupon recharge value will be Rs. _____/- and thereafter one can get recharge coupons in multiple of Rs. _____/-.

Company _____

Consumer _____

9. That the capital goods, e.g. Generator, Submersible Pump, Motors and their spare parts, Fire fighting equipment are covered under warranty by the manufacturers themselves, in the event of recurring problems after the expiry of warranty period that shall be replaced from the amount of Interest Free Maintenance Security (IFMS) amount.
10. That the Second Party consents that he/she will allow the maintenance staff to enter his/her unit, as and when required for any repairing work related to that unit or units.
11. That in case of sale of plot/Unit, NOC from the company is required for clearance of dues along with transfer charges to be paid to the company. The entry to the new plot/unit owner(s) shall not be allowed in absence of requisite NOC from the Company.
12. That in case the plot/Unit is given on rent/lease, the Second Party have to give declaration, in writing, to the Company that he/she has got required verification done from the police. The copies of lease/rent deed along with copy of verification report are essential to be submitted with the Company at the maintenance office. Only the Second Party shall be responsible for the unlawful acts of their lessee/tenant.
13. That the maintenance will start with effect from _____ or date of possession whichever is earlier. It will continue whether Plot/unit is occupied or remains vacant or possession not taken by the Second Party.
14. That the Hon'ble High Court at Allahabad and the subordinate court in Ghaziabad will have exclusive jurisdiction over all the matters arising out of this Agreement.
15. That in the event of any dispute whatsoever arising connected with the maintenance agreement the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI. The said agreement is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (UP) India. The Arbitration and conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters touching and or concerning this allotment.
16. That the aforesaid terms and conditions shall be treated as running with the plot/unit, i.e., this maintenance agreement shall also be applicable and binding over the subsequent purchaser of the plot/unit, in case the Second party has sold out their plot/unit, this agreement fully binds the occupier of the plot/unit.
17. That the plot/unit Buyer(s)/Second Party will be solely responsible for commercial help/servants/tenants/relatives for their identity and damage if any, caused by them to the project or to the plot/unit etc. due to their wilful act or any negligence.
18. That during the course of maintenance of the project if any damage happens of any kind whatsoever, the damages could be claimed from the insurance company only. The Company (first party) has availed a third party insurance in all the damage will be compensated by the insurance company up to the extent of insurance amount and as per the terms and conditions of the insurance policy. The Company (first party) shall not be liable for the same.
19. The vending charges of Rs. _____/- per month which comprises of all the overheads incurred by the Company to generate coupons.

IN WITNESS WHEREOF, the parties herein have hereunder signed on the day, month, year hereinabove mentioned.

*Maintenance date will be decided at the time of offer for possession.

Company _____

Consumer _____

SCHEDULE 1

1. Cost of electric charges for pumps, softening plants, lighting in streets and other common areas in the project.
2. Cost of Diesel, Oil and repair of diesel generator.
3. Repair and maintenance of the electric wiring, under and overhead water tanks, water lines, fire fighting lines and equipment etc. The company for maintenance purposes in the unit will supply labour only. No material of any type will be provided by the Company to any allottee(s).
4. Maintenance and repair of all the common soils and waste pipes, sewerage lines, manholes, garbage suits, etc.
5. Engagement of staff as deemed necessary by the company to render aforesaid services.
6. The cost as necessary or incidental to the maintenance and upkeep of the project and for discharge of other duties, recovery of charges etc. such other expenses as considered by the Company.
7. Security of the project.
8. Cleaning or lifting of garbage within the project.
9. Maintenance of park or other landscape area.
10. Maintenance of parks, replacement of cable of common areas.
11. Deployment of Plumber, Electricians, Carpenter in Units, however no material will be supplied.

Note

1. Electrician's job: only to ensure the supply of current in your unit, not to change any fused tube light/bulb or installation of any electric fixture. If any loss to wiring occurs due to short circuiting in your unit by any electric fixture or in case of any accident, the labour to replace the wiring and the requisite material wire will be paid/supplied by the Allottee(s).
2. Plumber's job: only to ensure the adequate supply of water in toilets only and rectification of leakage of taps and seepage nearby etc.
3. Security: The internal security of the unit shall be the sole responsibility of unit owner. The Company shall have free hand to restrict the entry of outside persons into the project. The provision of such security services would not create any liability of any kind upon the promoter company/company for any mishap resulting at the hands of any miscreants.
4. Sweeper's job: Cleaning of common areas, collecting garbage from garbage suits.

Company _____

Consumer _____

APPLICATION FOR POWER BACK- UP

To,

Director,

M/s Gaursons Realtech Private Limited

Gaur Biz Park, Plot No. 1,

Abhay Khand - II, Indirapuram, Ghaziabad-201010

Sub: Request for power back-up facility in Plot No. 482 having Super Area 91.00 sq. mt. of the Project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.).

Dear Sir,

I want to avail _____ KVA power back up from the generator in above said unit and agree to pay Rs. _____ towards cost of installation of the power back up facility. I further agree and abide by the following terms and conditions for the generator back up: -

1. That the fixed Charge is Rs. _____ /- KVA per month. The consumption of _____ units per month will be allowed against said fixed charges. However, units consumed over and above _____ units will be charged @ Rs. _____ per unit. The per unit charges are being calculated on the basis of prevailing diesel price on today, it can be changed subject to the prices of diesel at the time of possession.
2. That the _____ units per KVA charge is fixed per month. In case the units consumed are less than _____ units, neither these units shall be adjusted in the succeeding months nor shall be adjusted annually.
3. That the running charge can be increased from time to time subject to hike in diesel price or maintenance cost of the generator.
4. That the charges of power back-up shall be charged through a prepaid system and these charges in respect of consumption will automatically be deducted by the electricity supply meter. The monthly maintenance charges and the electricity charges shall also be charged through that single meter.
5. That no claim/damages shall lie against the company on account of non-availability of power back-up in case of repair/maintenance or non-availability of fuel or any other reason beyond the control of the company.
6. That in case of theft/misuse of power back-up by the consumer it will attract the disconnection of power back-up with immediate effect, penalty and legal action in accordance with law.

Thanking You,

Your's Faithfully,

(signature/s _____)

(Name(s) _____)

Date _____

Note:

1. Request for increase/decrease/withdrawal of power back up requirement shall not be entertained at later stage and there shall be no refund for any decrease or withdrawal of power back up load.
2. Rs. ____/- per unit does not include any replacement of the Genset or other equipment of power back-up. $1\text{KW} = \text{____KVA}$ any rating in KVA may be converted to KW by multiplying the KVA figure with a power factor of ____.
3. The fixed charge has been calculated based on the present fuel rates which will be raised based on the prevailing fuel rates.

APPLICATION FOR NON-REQUIREMENT OF POWER BACK-UP

To,

Director,

M/s Gaursons Realtech Private Limited

Gaur Biz Park, Plot No. 1,

Abhay Khand - II, Indirapuram, Ghaziabad-201010

Sub: Power Backup Facility not required in Residential Plot No. 482 having Super Area 91.00 sq. mt. in the Project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.).

Dear Sir,

I/We do not want any power backup for above said Plot/unit. I/We shall not claim for any power backup facility for above said Plot/unit from you and/or your nominee agency in future in any circumstances.

Thanking You,

Your's Faithfully,

Signature/s _____

Name/s _____

APPLICATION FORM FOR AN ELECTRIC CONNECTION

To,

Director,

M/s Gaursons Realtech Private Limited

Gaur Biz Park, Plot No. 1.

Abhay Khand - II, Indrapuram, Ghaziabad-201010

Sub: Electric connection of _____ KVA in Plot No. 482 having Super Area 91.00 sq. mt. in the Project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.).

Dear Sir,

I/We want an electric connection of _____ KVA load in the above mentioned Plot/unit.

I/We have read over the agreement for supply of electric energy to the consumer and agreed to abide by all the terms and conditions of the said agreement.

Thanking You,

Your's Faithfully,

Signature/s _____

Name/s _____

{For Office Use only}

Load Sanctioned _____
For Plot No. 482, super area 91.00 sq.mtr., GYC-Plots

Authorized Signatory _____

AGREEMENT FOR SUPPLY OF ELECTRICAL ENERGY TO THE CONSUMERS

This Agreement is made on this _____ day of _____ 20____, at GHAZIABAD between M/s Gaursons Realtech Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at D-25, Vivek Vihar, Delhi-95 and Corporate office at Gaur Biz Park, Plot No. 1, Abhay Khand-2, Indirapuram, Ghaziabad acting through its Authorized Signatory Mr. _____ S/o Shri _____ authorized vide Resolution dated _____ passed by the Board of Directors of the Company. (Hereinafter referred to as COMPANY / FIRST PARTY)

AND

Mr. _____ S/o _____ And Mrs. _____ W/o Mr. _____ (Hereinafter referred to as CONSUMER/ SECOND PARTY) which expression shall, unless repugnant to the context thereof, include its successors in interest and permitted assigns etc.)

That the consumer has booked a residential plot no. 482 having Super Area 91.00 sq. mt. in the project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.) and consumer has applied for _____ KVA load for the said Plot.

1. The Company will take single point electricity connection from concerned authority for the distribution of electrical energy among the occupants of the project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.).
2. Subject to the provisions hereinafter contained and during the continuance of the agreement, the company shall supply to the consumers at "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.) electrical energy in the form of single phase alternating current (hereinafter referred to as contracted load) and the supply shall be made available to the consumer regularly, provided always that the company shall not be responsible for damages or otherwise on account of accidental interruption or stoppage or curtailment or diminution in the supply of energy as a result of any order or direction issued by the Government of Uttar Pradesh/Commission or resulting from fire, flood, tempest or any accident; or from any strike or lock out of workman or from any other cause beyond the control of the company but the company shall take efforts to restore the supply as soon as possible.
3. The consumer shall not keep connected to the company's supply system, any apparatus which the company may deem likely to interfere with or effect injuriously to the supply of company and other consumers.
4. Any notice by the company to the Consumer shall be deemed to be duly given and served, if it is addressed to the consumer and sent through email, delivered by hand at or sent by registered post to the address specified in the consumer's application or as subsequently notified to the company.
5. The Company shall collect the advance payment for the electrical energy supplied to the said premises at the rate mentioned below. The metering system would constitute of Electricity Energy charges, fixed contract demand charges, electricity duty, distribution line losses, vending charges.

Company _____

Consumer _____

6. The company has implemented the Pre-payment energy metering system for all the occupants as a part of the electrical distribution system. The metering system would be supported by the vending system (token generation) to be placed in the maintenance department. All charges i.e., electricity charges, power back up and maintenance charges etc. shall be charged through this single metering system and unpaid amount will result to stop the electric supply of the unit.
7. The metering system will be working on the pay as you use. You have to purchase the electricity as per your requirement with the recharge value of minimum Rs. _____/- in multiple of Rs. _____/- in advance.
8. The electricity charges will be as per tariff circulated by concerned authority subject to revision from time to time. As of now the charges are as given below :-
 - a. Fixed Charges-Rs. _____/- per KW per month for load sanctioned/applicable.
 - b. Variable charges : (i) Energy charges Rs. _____/- per unit (upto _____ units) KWH, (ii) Energy charges Rs. _____/- per unit (above _____ units) KWH, (iii) minimum charges Rs. _____/- per KW/month.
9. The metering system would be deducting the company maintenance charges and power back up charges, if any, from all the occupants with service tax, if applicable, as per the maintenance agreement on daily basis. If the unit is closed for any reason and the maintenance charges are not paid regularly, then the occupant will have to clear all the dues first along with interest, as per the maintenance agreement. Thereafter only recharge coupon will be issued for electricity purchase on making the payment for the electricity.
10. The metering system would have the facility of user configurable low credit alarm, which would get activated once it reaches below the preset limit.
11. The metering system would have the facility of emergency credit (friendly credit) of Rs. _____/- for each connection thereafter the supply of electricity will be automatically stopped.
12. The vending charges of Rs. _____/- per month + service tax which complies of all the overheads incurred by the company to generate coupons.
13. The consumer will be liable for any increase in taxes applicable by the State/Central Govt. or any local authority. Any levy such as Sale tax, Excise duty, electricity duty or any other charge by whatsoever name called by the Central/State government, concerned authority or any other competent authority, in respect of electricity supplied to the company shall also be paid by the consumer.
14. The consumer will be responsible for any malfunctioning of the meter/theft of electricity, if it is found. The company has full right to stop the electricity supply/cut the electric connection of the concerned premises. In that case legal action can also be initiated or financial penalty may be imposed on the consumer. Any authorized person of company will be free to inspect unit installed if he is having doubt that some theft or misuse of the electricity is being done.
15. The consumer will use the electric connection for the sanctioned load and the type of use (Residential/commercial). If the consumer is found to be misusing the connection for any activities other than for which load was sanctioned or using the load above the sanctioned load then company has full right to stop the electricity supply/cut the electric connection.
16. The consumer will be responsible for any fault/ burning of electric meter due to overload or any other reason in their premises. Any of these instruments will be replaced after making due payment of the instrument and other items going to be utilized.
17. The Company shall not be responsible for any irregular supply of electricity from the concerned authority. If some load shedding by the department is done or some repair work/system maintenance is being done for any reason beyond the control, then the company will not be responsible for the interruption of the supply of the electricity.
18. The rules of concerned authority will be equally binding on the Company and the consumers.

Company _____

Consumer _____

19. That in the event of any dispute whatsoever arising connected with the agreement for supply of electrical energy, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI. The said agreement is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P.) India. The Arbitration and conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters touching and or concerning this allotment.
20. The payment will be made by the Consumer through account payee cheques only. If for any reason the cheque is dishonoured then the company has full right to charge penalty of Rs. _____/- and /or to cut the electric connection of the defaulter consumer.
21. The Company is not liable for any loss to the electrical gadgets in the consumer's premises due to high voltage or any other fault of the system.
22. The Agreement shall be governed by the laws of India for the time being in force and shall be subject to the jurisdiction of the courts subordinate to High Court of judicature at Allahabad.
23. It has been agreed between the parties hereto that the expenses for providing stamps shall be borne by the Consumer.

IN WITNESS WHEREOF, the parties herein have hereunder signed on the day, month, year hereinabove mentioned.

Note

1. Request for increase/decrease /withdrawal of electricity load shall not be entertained at any stage and there shall be no refund for any decrease or withdrawal of electricity load.
2. 1KW= 0.90 KVA, any rating in KVA may be converted to KW by multiplying the KVA figure with a power factor of 0.90.

SECURITY DATA

Plot No. : _____

Name : _____

Father's /Husband's Name : _____

Details of Family : _____

: _____

: _____

Details of Vehicle : _____

Telephone/Mobile No. : _____

Contact Number
(In case of any Emergency) : _____

Email Address : _____

Signature

Note:-

TOWNSHIP MAINTENANCE AGREEMENT

This Township Maintenance Agreement is made on this ____ day of ____ 20 ____ at Ghaziabad (U.P.).

BETWEEN

M/s Gaursons Realtech Pvt. Ltd. having its registered office at D-25, Vivek Vihar, Delhi-95, and Corporate office at Gaur Biz Park, Plot No. 1, Abhay Khand-2, Indirapuram, Ghaziabad acting through its Authorized Signatory Mr/Mrs/Ms. _____ S/W/Do Shri

_____ authorized vide Resolution dated _____ passed by the Board of Directors of the Company, (hereinafter referred to as the "COMPANY", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part.

AND

Mr. Manoj Kumar S/o Late Shri. Raghuraj Singh And Mrs. Shweta W/o Mr. Manoj Kumar Resident at E-13, Defence Colony, Main Ring Road, New Delhi-110024 .

(hereinafter singly/jointly, as the case may be, referred to as "the Allottee/Buyer" which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, legal representatives and successors) of the Second Part.

Whereas by an agreement dated 07-02-2003 termed as "Concession Agreement" between Taj Expressway Industrial Development Authority (Now YEIDA) a statutory body constituted under U.P. Industrial Development Act, 1976 and having its principal office at J-3, Sector-41, Noida, Dist. Gautam Budh Nagar-201301, Uttar Pradesh, India (Lessor) and Jaiprakash Industries Limited, a company incorporated under the provisions of companies Act 1956 and having its Registered Office at 5 Park Road, Hazratgunj, Lucknow (UP) and Head Office at JA House, 63 Basant Lok Conmploty Centre, Vasant Vihar, New Delhi-110057, India the Concessioner (Sub Lessor) was granted concession for arrangement of finances, design, engineering, constructions and operation of the Expressway.

And Whereas in the terms of the provision of Concession Agreement to full fill its obligation YEIDA agreed to transfer on lease to Jaypee Infratech Limited (JIL) "Sub-Lessor" (a subsidiary company of Jayprakash Industries Limited) 25 million sq.mtrs of land for commercial, amusement, industrial, institutional and residential development at 5 or more locations along the Expressway, including 5 million sq.mtrs. of land at NOIDA/ GREATER NOIDA.

And Whereas (Lessor) in part of discharge of its obligations under Concession Agreement for the transfer of land for development, has earmarked 548.7635 hectares of land at Mirzapur land parcel (Subject Land) out of which 529.3918 hectares of land already transfer in favour of JIL by different lease deed and for the rest of 19.3717 hectares land a necessary action is being taken by YEIDA.

And Whereas YEIDA granted unfettered rights in favour of JIL to sub-lease the whole or any part of the subject land whether developed or undeveloped and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the subject land or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEIDA or of any other relevant Authority.

And Whereas the Gaursons Realtech Pvt. Ltd. (Sub lessee/Developer) is developing a township measuring around 250 Acres. The Sub-Lessor (JIL) transferred that land by way of five separate Sub-Lease Deeds, (1) on dated 22-05-2013 registered vide document no. 13251, book no. 1, volume no. 11798 and page no. 299 to 450 and (2) on dated 05-10-2013 registered vide document no. 24479 book no. 1 volume no. 14222 and pages 85 to 134 (3) on dated 09-01-2014 registered vide document no. 14828 book no. 1 volume no. 781 and pages 227-282, (4) on dated 27-06-2014 registered vide document no. 20325 book no. 1 volume no. 16236 and pages 189-242 and (5) on dated 31-07-2014 registered vide document no. 25183 book no. 1 volume no. 16526 and pages 107-162 all are registered in the office of the Sub-Registrar Sadar, Gautambudh Nagar, U.P. in favor of Developer.

And Whereas all the terms and conditions of the lease deed executed by YEIDA in favour of Jaypee Infrastructure Ltd. and the sub-lease deed(s) in favour of the Developer shall also be applicable and binding over the allottee(s).

AND WHEREAS the project "32nd Park View" situated in Township GAUR YAMUNA CITY at Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Nagar, (U.P.) is comprising of commercial, residential, open spaces, parks, play grounds, roads, public parking purposes constructions etc. and the whole Township will be developed in phases. The said Township has been divided in various sectors by the company as per the approved layout plan.

And Whereas the Developer is entitled to allot the plots of different size and dimensions to various persons in the Township Gaur Yamuna City. Separate sub-lease deed of the plot allotted shall be executed in favor of allottee(s) for the unexpired period of lease deed in favor of Jaypee Infratech Ltd.

AND WHEREAS as per the Policy, Allotment Letter in favor of the Allottee/Buyer, the COMPANY (or its nominee Agency) is entitled to maintain services (Township Maintenance and Facilities) and the allottee / plot buyers / subsequent transferee of the plot in the Township shall be liable to pay the Township Maintenance Charges.

AND WHEREAS it is agreed between the Parties that the Company can nominate any Maintenance Agency, any other person / entity as it may deem fit to ensure provisions of the maintenance services in accordance with this agreement.

AND WHEREAS the Residential Plot/Shop/Commercial/Office Space No. 482 in the Township has been allotted to the Allottee/Buyer by the COMPANY and the Allottee/Buyer has signed an Allotment Letter for the same and the allottee/buyer has agreed to pay the maintenance charges etc. of the township.

AND WHEREAS as per the terms and conditions of the Allotment letter entered into between the Parties one time Interest Free Maintenance Security deposit (IFMS) @ Rs. 718/- per Sq. Meter is payable, these shall be computed on the basis of per sq.mtr. of the allotted plot area. 25% of the IFMS and 15% of Monthly Maintenance charges shall be transferred in the head of Township Maintenance and these shall be used for the Township Maintenance. The Maintenance Charges from the plot will be collected by way of electricity meter on prepaid basis and the portion described above will be transferred to the Company or its nominee. It is also agreed between the parties that COMPANY reserves its rights to apply all the best possible method for collecting the Township Maintenance Charges, the Township Maintenance Charges can be collected separately by the COMPANY.

AND WHEREAS the amount of the IFMS deposited in the head of Township Maintenance may be used by the COMPANY or its nominee for purchasing the equipment required for the Township Maintenance and for the replacement thereof.

AND WHEREAS the Allottee/Buyer/Occupant has, in accordance with the policy and Allotment Letter in favour of the Allottee/Buyer, agreed to pay the Township Maintenance Charges to the Company.

AND WHEREAS the Company has agreed to carry out the work of maintenance of the services/facilities in the Township such as maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township and any such services and cost towards administrative set up to run the services and purchase of equipments and machinery required to provide these services and depreciations thereof.

AND WHEREAS the maintenance services of the Township are to support the Allottee/Buyer/Occupant to lead a calm, peaceful and hassle free living in the Township. It does not evaluate this maintenance services with the Hotel/Club industries. The Allottee/Buyer/Occupant agrees that he/she/they deal gently with the maintenance staff of the Maintenance Agency and follow their advices given from time to time reliably.

AND WHEREAS the Allottee/Buyer, after being satisfied with all the aspects as promised, has agreed to sign this Agreement and on the Allottee/Buyer's undertaking to abide by the terms & conditions of this Agreement and promptly pay the Township Maintenance Charges and other charges as applicable and decided by Company, the Company has agreed to provide the Maintenance Services as mentioned hereinabove and in accordance with the terms of this Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION:

In this Agreement, the following words and expressions when capitalized shall have the meaning assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

"ALLOTTEE/BUYER" shall have the meaning ascribed to it in the preamble and include any Allottee, Buyer, Occupant, subsequent transferee(s) of the said Residential Plot/Shop/Commercial/Office Space in the Township including A.A.O./R.W.A.

"ALLOTMENT LETTER" shall mean the Allotment Letter dated _____ entered into between the COMPANY and the Allottee/Buyer for the Plot/Shop/ Commercial/Office Space in the Complex of the Township.

"TOWNSHIP MAINTENANCE SERVICES & FACILITIES" shall mean and include such services as are specified under Clause 2 here of, to be rendered by the Maintenance Agency.

"FORCE MAJEURE" shall mean any event or combination of events or circumstances beyond the control of a party 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 a party's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) fire, drought, flood, earthquake, epidemics, natural disasters or disabilities;
- (b) explosions or accidents, air crashes and shipwrecks;
- (c) strikes, lock outs or any other industrial dispute;
- (d) war and hostilities of war, riots or civil commotion or natural calamity;
- (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (f) inability of the Maintenance Agency to perform its obligations under this Agreement by reason of insufficiency of funds due to non-payment of any amounts by the other Allottee/Buyer(s) or Occupants of the Township; or

(g) any event or circumstances analogous to the foregoing;

"MAINTENANCE AGENCY" shall have the meaning the Agency nominated by the Company for the maintenance of Township.

"TOWNSHIP MAINTENANCE CHARGES" shall mean the monthly charges payable in advance through prepaid system/prepaid electric meter by the Owner/Occupier of the Plot to the Developer for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township.

"SAID UNIT/PLOT" shall mean the Residential Plot/Shop/Commercial/Office Space/Business Space/Showroom, Row House/Independent/Bungalow/Villa allotted/sold in the Township.

2. MAINTENANCE SERVICES, SCOPE & CHARGES:

Subject to the terms & conditions of this Agreement and the Allottee/Buyer's compliance of the terms of Allotment Letter issued by COMPANY in favour of Allottee/Buyer in respect of his/her/their aforesaid Plot/shop/unit and this Agreement including the payment of the Township Maintenance Charges, the Company / Agency nominated shall ensure provision of the Maintenance Services in accordance with this Agreement.

In consideration of the Company having undertaken to maintain, upkeep and preserve the Township, the Allottee/Buyer agrees and binds himself/ herself/themselves to pay the monthly Township Maintenance Charges in advance through prepaid system or per day basis deducted through electric meter to the Company at the rate enumerated below.

- A. **Rate of Township Maintenance Charges:** The rates of monthly Maintenance Charges of _____ Plot/ are finalized @ Rs. _____ per sq.mtr. based on the total area and 15% of the said amount will be the rates of Township Maintenance, the rate for Township Maintenance Charges shall be escalated and raised every year by 15% of the last paid charges.
- B. **Township Maintenance & Facilities:**
Facilities of the Township
 - (i) services/facilities in the Township such as, maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township.
 - (ii) Any such services and cost towards administrative set up to run these services and purchase of equipments and machinery required to provide these services and depreciation thereof in the Township.
 - (iii) Open Spaces within the boundary of the Township such as maintenance of roads and other related services etc. within the boundary of the Township.
- C. The rate of Township Maintenance Charges has been fixed in the context of the current prices of commodities, services, diesel, salaries, wages, official levies, fees and taxes etc., including water and electricity charges as consumed or the running of machinery, equipments installed in the Township and also electric points installed for lighting of streets, roads and other related purposes in the Township. The Allottee/Buyer specifically agrees that the Company may suitable increase,

the aforesaid rate of maintenance and service charges, from time to time, as may be required by the circumstances, to cover the escalation/variation in rates and charges of the services/facilities and/or increase of present levies or imposition of new ones by any Government Authorities/Local Bodies. The assessment by Company of the fairness of increase shall be binding on the Allottee/Buyer(s).

3. BILLING AND PAYMENT OF TOWNSHIP MAINTENANCE CHARGES

- a) The Allottee/Buyer shall be liable to pay the Township Maintenance Charges for the Maintenance Services provided/to be provided by the Maintenance Agency or any other person appointed by the Company in the manner as mentioned hereinabove. The Township Maintenance Charges will start from the date of possession of the said Plot and it will continue whether the said Plot is occupied or remains vacant or possession not taken by the Allottee/Buyer.
- b) It is agreed between the parties that the Township Maintenance Charges shall be paid in advance through prepaid system/prepaid electricity meter. The electricity meter can be recharged by way of a coupon and the electricity charges, along with the Township Maintenance Charges shall be deducted automatically on per day basis from that meter. It shall be always clear and understood that the electricity supply of the Plot/Shop/Unit cannot be restored without making the dues clear.
- c) The Allottee/Buyer consents to this Agreement and this shall continue to pay till such time the Company terminates the same.
- d) The property tax, house tax, sewer tax, water tax, Government rates, tax on land, municipal tax, metro tax, cess, levy etc. are outside the scope of this agreement and shall be paid by the Allottee/Buyer directly to the concerned authorities.
- e) Any service tax, trade tax, cess, levy or any other tax etc. as applicable and payable on the amount of the Township Maintenance Charges at the prevailing rate shall be borne by the Allottee/Buyer, in addition to the Township Maintenance Charges.
- f) The Company reserves absolute right to increase, revise, modify charges for any of the services to enable the Maintenance Agency to provide necessary Maintenance Services in the Township. The Allottee/Buyer specifically agrees that the Company has the right to recover any increase in present charges, levies, taxes etc. or imposition of new ones by the Government authorities/bodies. The rate shall be revised, escalate & raised every year by 15% of the last paid charges. The Allottee/Buyer agrees to this escalation and further agrees that the Company can suitably increase further the aforesaid rate of maintenance and service charges in the event of an increase in cost of above referred factors particularly price of diesel, staff, wages, electricity tariff etc. The Allottee/Buyer agrees to pay interest at the rate of 18% p.a. to the Company on the dues in arrears against him/her/their after the due date of payment, and if the default continues for more than a quarter, rate of interest would increase to @24% per annum. A part of a month will be treated as full month for calculating interest due on the outstanding amount.
- g) The Allottee/Buyer shall also be liable to pay all applicable taxes, levies, cess & metro cess & any other charges etc., in addition to the Township Maintenance Charges.

4. ALLOTTEE/BUYER'S OBLIGATIONS

I. The Allottee/Buyer shall be liable to comply with the provisions of this Agreement.

II. The Allottee/Buyer will pay in advance through prepaid system/pre-paid electric meter, the Township Maintenance Charges and any other charges to the Company i.e. the Allottee/Buyer has to purchase a coupon, which will include Township Maintenance Charges and all other charges on plot basis. This coupon will charge the electric meter, maintenance charges of the Plot/Unit and Township Maintenance Charges etc. will be deducted through it on per day basis. The Allottee/Buyer agrees that if the charges mentioned above are not paid, the Allottee/Buyer will pay interest on the arrears.

III. The Allottee/Buyer shall use the Facilities in the Township only in accordance with its permitted use. If the Township Maintenance Charges or any part thereof is not paid regularly, the Allottee/Buyer agrees that he/she/they shall lose the right to use any of the Facilities and other services including cut/disconnection of water & electricity supply of Allottee/Buyer/Occupant's /Plot, apart from the remedies as may be available to COMPANY or its nominee, the Allottee/Buyer agrees that the COMPANY or its nominee shall have the right to display the name of the defaulters on the notice board.

IV. The Allottee/Buyer shall not do or permit to be done any act or thing in any part of the Township which violate any law, rule, regulation, bye-laws of any Act. The Allottee/Buyer hereby agrees/indemnifies the COMPANY/ Maintenance Agency against any penal action, damages, or loss due to misuse for which the Allottee/Buyer/Occupant of the said Plot shall be solely responsible.

V. The Allottee/Buyer shall not use the said plot for any purpose other than what has been agreed in the allotment letter/sub-lease deed/sale deed or use in a manner that may cause nuisance or annoyance to occupants of other plot in the Complex/Township or for any illegal or immoral purpose or to do or suffer anything to be done in or around the Township.

VI. The Allottee/Buyer further undertakes, assures and guarantees that the Allottee/Buyer/Occupant would not put any sign-board, neon-light, publicity material or advertisement material etc. at any place of the Township except those Allottee/Buyer of the Non-Residential Plot who have been permitted for the same by the Promoter/Company. The Allottee/Buyer agrees to keep the Company/ Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Company/Maintenance Agency due to any act of the Allottee/Occupant.

VII. The Allottee/Buyer is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications, Government Orders, policy applicable generally on the Township. The Allottee/Buyer hereby undertakes that he/she/they shall comply with and carry out all the requirements, requisitions, demands and repairs which are required by any Government / Local Bodies and/or any other competent authority in respect of the Township at his/her/their own cost and keep the COMPANY/Maintenance Agency indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands.

VIII. Disposal of work debris

That all debris and waste materials of whatever nature resulting from any works herein shall be disposed by the Allottee/Buyer/Occupant of the said Plot in the manner prescribed by the Maintenance Agency, failing which, Maintenance Agency reserves the right without being under obligation to dispose of the same and all costs and expenses incurred by the Maintenance Agency in this respect shall be paid by the Allottee/Buyer/ Occupant of the said Plot to the Maintenance Agency on demand.

IX. The Allottee/Buyer shall not park any vehicle, car etc. on the road, pathway, land or at any place of the Township except his/her/their Parking Space.

X. The Allottee/Buyer shall not keep or store any chemical, combustible or hazardous goods, material of construction, plant, machinery, equipment, generator or anything whatsoever in any manner on road, pathway, land, Plot, or at any place of the Township. The Allottee/Buyer shall not arrange/organize any party, marriage party, any religious program etc. with tent or without tent on the land, road or at any place in the Township.

5. LIMIT ON THE RESPONSIBILITY OF THE COMPANY/MAINTENANCE AGENCY

I. The COMPANY makes it clear to the Allottee/Buyer that the provision of Township Maintenance Services may be done by the COMPANY/ Maintenance Agency through various outside agencies under separate agreements to be entered into with them. The COMPANY/ Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not up to the desired standards. The COMPANY/ Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services, Maintenance Services to be provided under this Agreement shall be as per general industry norm & in no event be comparable with maintenance services of Hotel, Club etc.

II. It is clarified that liability of any Government taxes, levies, cesses, metro cess or any other charges, tax, cess, levy, cost of the Plot and the Property taxes such as house tax, sewer tax, water tax or any other tax etc. is not undertaken by the COMPANY in this Agreement. It shall be the sole liability & responsibility of the Allottee(s)/Buyer(s) and/or Subsequent Transferee of the Apartment.

III. The Allottee/Buyer shall be solely responsible for domestic help/servants/tenants/relatives for their identity and damage, if any, caused by them to any movable and/or immovable property in the Township or to the other Plot etc. due to their willful act or any negligence.

IV. That the COMPANY/ Maintenance Agency shall not be liable & responsible on account of any harm, loss, damage or physical injury which may be caused on account of breakdown of power or on account of any failure of the machinery or on account of fault of employees or human error or theft or on account of Acts of God, riots or civil commotion etc.

V. The COMPANY/Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating in or outside of the Township including those or due to electrical devices installed in the Township or due to any other reason. The hazards aforesaid originating in the Township or outside shall not impose any kind of legal or financial liability on the Maintenance Agency and COMPANY and the Allottee/Buyer(s) agrees to keep the COMPANY/Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the COMPANY/Maintenance Agency in this regard. The Allottee/Buyer shall ensure that the internal gadgets, electrical fixtures, air conditioner, electrical systems and any other work or thing done internally within the said Plot (if applicable) or externally shall not pose any fire, electrical structural, pollution and health hazardous for which the Allottee/Buyer shall solely be liable & responsible for all legal and financial consequences arising thereon.

VI. In case any deficiency is found due to any act of omission or commission on the part of willful act or negligence of Allottee/Buyer then Allottee/Buyer shall not hold COMPANY/Maintenance Agency responsible & liable for the same.

VII. The COMPANY/Maintenance Agency shall not be liable for any harm, damage or physical injury of any kind whatsoever which may be caused on account of usage of any common facility/recreational facilities or break down of power, breakdown of the fixtures, any other defects etc. or on account of act of God, riots or civil commotion.

6. GENERAL

I. The COMPANY shall have the right to assign this Agreement or any part thereof to any other person/entity (Maintenance Agency) as it may deem fit. In this regard neither any consent nor NOC is required to be obtained from the Allottee/Buyer.

II. All costs, charges and expenses payable on this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the Allottee/Buyer/subsequent transferee.

III. The failure to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.

IV. All common facilities of the Township are to be used only for common use. No individual shall be entitled to use these for individual's purpose.

V. The logo and the name of the COMPANY shall remain the intellectual property of the COMPANY and shall not be changed by the Allottees/Buyers or their body under any circumstances.

VI. If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.

VII. Any notice, letter or communication to be made, served or communicated under these clauses shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.

VIII. That in case there are joint Allottee/Buyers all communications shall be sent by the COMPANY to either of the Allottee/Buyers at its sole discretion at the address given by him/her/their which shall for all purposes be considered as served on all the Allottee/Buyers.

IX. The COMPANY shall not be held responsible or liable for not performing its obligations under this Agreement due to Force Majeure or for any other reasons beyond the control of the Maintenance Agency.

X. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the Allottee/Buyer and/or subsequent purchasers of the said Plot, as the said obligations go along with the said Plot for all intents and purposes. The Allottee/Buyer agrees that it would be the primary responsibility of the Allottee/Buyer to ensure that the Township Maintenance Charges is paid well in advance through prepaid system. The COMPANY may recover any of the said dues from occupier/tenant of the said Plot, if any.

XI. The COMPANY shall have the right to regulate/restrict the entry of outside persons into the Township.

XII. The rules, regulations & guidelines etc. will be framed by the COMPANY/Maintenance Agency from time to time.

XIII. In case of sale/sub-lease of the said Plot in the Township by the Allottee/Buyer/Owner, prior NOC for clearance of dues shall be obtained by the Allottee/Buyer/Owner from the Company.

7. DISPUTE RESOLUTION BY ARBITRATION:

All or any disputes arising out of or relating to or concerning this Maintenance Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be first settled amicably by mutual discussion failing which the same shall be decided through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Ghaziabad (U.P.) by a sole arbitrator who shall be appointed by the COMPANY and whose decision shall be final and binding upon the parties. The Allottee/Buyer hereby confirms that they will have no objection to this appointment. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad (U.P.) alone shall have jurisdiction in all matters arising out of or touching and/or concerning of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement at the place and on the day, month and year first above written in the presence of following Witnesses:

WITNESS:

1. _____

First Party

2. _____

Second Party