

THIS AGREEMENT GENERATED FOR THE FLAT NO. _____
(Tower-F) IN
“Mangalya Ophira” Plot No. 16 F, Sector-1, Greater Noida West.
U.P.
ON 25th July 2015

Authorized Signatory
(Company)

Signature of the Applicant(s)

ALLOTMENT LETTER

Dated: _____

To,

Please refer to your application-dated _____ with **M/S MANGALYA BUILDTECH PVT. LTD.**, a company incorporated under the companies Act, 1956, having its corporate office at **H-97, 2nd Floor, Sri Sai House, Sector-63, Noida-201301**. We are now pleased to allot you a dwelling unit in **Mangalya Ophira, Plot No. 16 F, Sector-1, Greater Noida West. U.P.**, vide allotment letter no. PROP/BRS-04/2011/395, dated 01.03.2011.

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous Allotment Letters issued against this allotment. You are requested to quote the allotment number in all future communication with us.

UNIT DETAILS

Type 3 BHK, Unit No. _____, Floor _____, Tower-_____, Super Area _____ Sq. Ft.

SALE PRICE (Rupees _____)

Payment Plan: Constructions Linked Payment Plan

S.No.	Installments	%	Amount
1	At the time of booking	10	0
2	with in 30 days of booking	10	0
3	On raft of foundation	10	0
4	On casting of basement slab	10	0
5	On casting of second floor slab	6	0
6	On casting of fourth floor slab	6	0
7	On casting of seventh floor slab	6	0
8	On casting of eleventh floor slab	6	0
9	On casting of fourteenth floor slab	6	0
10	On casting of eighteenth to top floor slab	6	0
11	On completion of brick work	6	0
12	On completion of internal plaster	6	0
13	On completion of flooring and tiles	6	0
14	On offer of possession	6	0
	Total (Rs.)		0

Total Amount _____ /- (Rupees _____ **Only**)

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S.No.	Receipt No.	Receipt Date	Cheque No.	Bank Name	Cheque Date	Total Amount
1						
2						
					Total (Rs.)	

(Subject to realization of the cheque)

POSSESSION:

Offer of Possession of the unit will be given by June 2019 which may vary by (+-) six months, subject to receipt of the entire sale price, Additional Charges, Registration charges and other charges as may be intimated by the company.

Further, the possession of the unit will be given after execution of the Sub Lease Deed in favour of the allottee/s.

ANNEXURE - A CONSIDRATION

Sr.No.	Particular	Amount
1	Net Basic Price	
2	5th Floor Plc	
3	Corner Facing Plc	
4	Lease Rent	
5	EEC	
6	FFC	
7	Club Membership	
8	Covered Car Parking	
9	Power Back-up 1KVA	
10	IFMS	
	Total (Rs.)	

Accounts: _____

M/S MANGALYA BUILDTECH PVT. LTD.

Authorized Signatory

Date: _____

Place: _____

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(Company)

Signature of the Applicant(s)

This Allotment Letter is made at Noida on this _____ 2015

BETWEEN

M/s Solaris Infra projects Private Limited, a company incorporated under the provisions of the Company Act, 1956 having its Registered Office at 2366, Chuna Mandi, Phar Ganj Delhi – 110 055 through its Agreement to Mangalya Buildtech Private Limited by virtue of registered agreement dated 18.07.2013, duly registered with the office of Sub-Registrar, Noida as document no.934, in Book No. IV, Jild No.345 at pages 187 to 232 on 25.07.2013 (hereinafter referred to as the “**OWNER**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns and legal representative) through its Director authorised signatory Mr. Manoj Kumar singh duly authorized by board of resolution.

AND

M/s MANGALYA BUILDTECH PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 having its corporate office at H-97, 2nd Floor, Sri Sai House, Sector-63, Noida-201301, through its Authorised Signatory, Mr.Manoj Kumar Singh duly authorized in terms of the resolution passed in the meeting of Board of directors (hereinafter referred to as “**Developer**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

AND

(i) **Mr.** _____
R/O _____

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TERMS AND CONDITIONS

NOW THIS ALLOTMENT WITNESSETH AS UNDER:

A. SCHEME:

The Scheme is promoted as per the Scheme code BRS-04/2010 provided by Greater Noida Industrial Development Authority. The Company would not be liable/responsible for any subsequent change in this scheme.

B. PAYMENTS:

1. That the timely payment of installments as indicated in the Payment Plan is the essence of the scheme if any installment as per the schedule is not paid by the due date, the Company will charge 24% interest p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive installments, the allotment will automatically stand cancelled without any prior intimation to the allottee / s and the allottee /s will have no lien/claim on the unit. In such a case, the amount deposited up to 10% of the cost of the unit, constituting the Earnest Money will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 24% per annum and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate unit, if available, may be offered in lieu of the same.
2. That for preferentially located units, extra charges will be payable, if any.
3. That in case the applicant, at any time, desires for cancellation of the allotment. It may be agreed to, though, in case, 10% of the sale price of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest.
4. That in case the allottee/s wants to avail of a loan facility from his employer or financial institution to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following terms and conditions:
 - (i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s only.
 - (ii) The responsibility of getting the loan sanctioned and disbursed as per the Company payment schedule will rest exclusively on the allottee/s. In the event of the loan not being sanctioned or the disbursement is delayed, the payment to the Company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee / s shall be governed by the provision contained in clause I as above.

C. CONSTRUCTION AND COMPLETION:

5. That the specifications for the unit are shown in the specification sheet. Any additional/ better

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specifications for individual unit requested for by the allottee/s well in time may be provided, if technically feasible, which will be charged for extra as demanded by the Company.

6. That the specifications shown in the specifications sheet are indicative only and that the Company may on its own provide additional / better specifications and/ or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex / individual unit. The proportionate cost of such changes will be borne by the allottee/s.
7. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case, the allottee / s insists for early completion of the flat the company shall try to do the same. In such a case, the discount offered on advance payment shall proportionately be reduced but early completion of the unit shall in any case not be binding on the company.
8. That the drawings shown in the sale documents are subject to changes by the architect / Company before or during the course of construction without any objection or claim from the allottee / s. Within the agreed consideration cost, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.) The unit shall, in particular, comprise of specifications as mentioned in the Specification Sheet.
9. That the following facilities will be provided by the Company on extra payment:
 - i. Expenditure in obtaining clearance from fire officer and provision of fire fighting system/equipment as per statutory requirements shall be shared by the allottee/ s proportionately.
 - ii. The stand by generator for running the lift, tubes wells and water pump shall be provided by the Company without any extra cost but if common generator lines or any other power back-up system is provided within the residential units, the same shall be charged extra at a rate intimated by the Company. The running cost of the power back-up system to the apartments shall proportionately be borne by the allottee/s over and above the general maintenance charges.
 - iii. The cost of sub-station, cost of transformer, main electrical panel and cost of cable up to the distribution box, will be paid by the allottee/s on sharing basis.
 - iv. The Company may construct servant rooms (or dormitories) and storage spaces within the complex for desirous buyers. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.
 - v. The allottee / s shall be offered membership of the recreational Club in the complex at a concessional rate but they will not have any ownership right on the Club or Club

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lawns, The allottee/s will have to abide by the terms of membership of the Club including payment of recurring annual / monthly charges as well as usage charges.

- vi. Usage rights of covered and open parking space shall be allotted on extra cost as fixed by the Company. In the event the allottee/s requires extra Car Parking then it will cost extra, as per prevalent Price List.

D. MAINTENANCE:

10. That on completion of complex / allotted unit / offer of possession, whichever is earlier, an interest free Maintenance security (IFMS) towards the maintenance and upkeep of the complex shall be payable by the allottee/s to the Company. The date of commencement of maintenance and upkeep of the complex or part thereof shall be intimated by the company to the allottee/s and maintenance charges will be reckoned from that date. The amount to be deposited, as IFMS will be intimated to the allottee's by the Company. Further, the monthly maintenance charges as intimated to the allottee/s by the Company shall be payable by the allottee/s within 30 days. In case of delay in depositing of monthly maintenance charges within this period an interest @ 24% shall be charged for the period of delay. Further, the Company can also recover the default in monthly maintenance charges from the IFMS of the allottee/s, Moreover, the Company / Allottee's Association will be entitled to effect

disconnection of services to defaulting allottee/s that may include disconnection of water /sewer, power backup, piped gas connection if any and debarment from usage of any or all common facilities within the complex. The Company reserves the right to enhance the maintenance amount if the monthly charges fall insufficient for the proper maintenance of the complex. The amount to be transferred as IFMS from the Company to the Association would be the original amount minus deductions towards any default in payment of recurring maintenance charges, if any. The Company may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The allottee / s agree to sign the "Maintenance Agreement" if required with the Company or with the agency undertaking the maintenance activity.

11. Operation and maintenance of various common services and facilities inside the Complex shall be managed by the Company or any other nominated Agency. The Allottee(s) shall and hereby agrees to enter into a Maintenance Agreement with the aforesaid Agency for managing and maintaining the Common services and facilities. Further, the Maintenance Agreement inter alia shall contain the following :-
 - i. The full scope of Maintenance.
 - ii. The Charges pertaining to the Maintenance of common facilities and services.
 - iii. The period, the Maintenance Agency shall maintain this common services and facilities.
 - iv. Maintenance of fire fighting arrangement in the complex.
 - v. Maintenance of lifts.
 - vi. Maintenance of swimming pool. Health center, Club and other services required in the complex.
12. That the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the allottee /s

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from the date of the possession. Further, the allottee/s will neither himself do not permit anybody to undertake any work which damages any part of the building, the staircase, shafts, common passages, adjacent units/ etc. or violates the rules or bye – laws of the local Authorities or the Association of Allottee. The allottee /s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in the rectification of damages from the allottee/s security deposit.

13. That the IFMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee / s takes possession of his unit, in case of delay in payment of IFMS within this period, interest @ 24% p.a. shall be charged for the period of delay. The Allottee shall take the possession of the flats within 30 days from the date of offer of possession offered by the first party failing which holding charges Rs. 100/- per day will be charged for the delay of first month and Rs.200/-per day will be charged for delay during second month onwards from the date of expiry of the possession date.
14. That the central green lawns and other common areas shall not be used for conducting personnel functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same be used on cost sharing basis.
15. That the allottee/s will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspections, maintenance and repair of service conduits and the structure.

E. TERMS OF GREATER NOIDA AUTHORITY:

16. That the project is being executed by the company on Lease hold land allotted by Greater Noida Industrial Development Authority (GNIDA) for development of group housing project on the said land. The Sub Lease Deed of the unit will be executed in favour of the allottee/s by the company. That upon the execution of the Sub Lease deed the allottee/s will be bound by the terms of the Greater Noida Industrial Development Authority.
17. That all taxes or charges, present or future, on land or building levied by any authority from the date of booking shall be borne and paid by the allottee/s. Service tax present or future shall be borne by the allottee/s.
18. That the Company shall be responsible for providing internal services within the complex, which include laying of roads. Water lines, sewer lines, electric lines and horticulture. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the complex to be connected to the internal services are to be provided by Greater Noida Industrial Development Authority.
19. That all terms and conditions of allotment between the Company and Greater Noida Industrial Development Authority will be mutatis mutandis applicable to the allottee/s.

F. POSSESSION:

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20. That the sub Lease deed of the unit shall be executed in favour of the allottee /s by the Company after the entire payment and dues in respect of the allotment are cleared by the allottee /s.
21. That all charges, expenses, stamps duty, official fees etc. toward sub Lease Deed including documentation, will be done by the allottee/s. If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee / s to the Company, in case the stamp duty or other charges payable by the allottee / s to the Authority at the time of registration is discounted due to reason of prior payment of some / all charges by the Company, such discount availed by the allottee /s shall be reimbursed to the Company prior to registration.
22. That the possession of the unit will be given after execution of the sub Lease deed.
23. That the allottee / s shall get exclusive possession of the built – up area of his unit and the title of this area will be transferred along with proportionate undivided share in the land under his block through a Sub Lease deed. The allottee / s shall have no right, interest or title in the remaining part of the complex such as club, parking, park, etc. except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road. The right of usage of common facilities is subject to observance by allottee / s of covenants herein and up to date payments of all dues.
24. That in addition to the built-up area, the allottee / s, if and as mentioned in this allotment, may get exclusive usage rights to certain area (like terrace for certain upper floors). No construction, either permanent or temporary shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the allottee/s.
25. That for computation purposes, the units area being allotted on the basis of super area, which includes built –up covered area of the unit plus proportionate share of area falling under corridors, stairs, passages, lobbies, projection and architectural features, lifts, wells and rooms, munties, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the blocks of the complex. The build-up covered area of the unit includes the entire carpet areas of the unit, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common. The method of calculation of super area shall be binding upon all the parties. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating saleable / super area of the unit, it is reiterated and specifically made clear that it is only the covered area of the unit which has been agreed to be sold and to which the allottee /s will have exclusive right and the inclusion of the common areas in the computation does not give any title thereto as such to the allottee/s.
26. That the final super area of flats will be intimated after final physical measurement after construction. In case of variation in actual super area vis-à-vis booked super area, necessary adjustment in cost, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in buid-up area or dimensions of the flats. Similar measurement and calculations will be done for exclusive lawn and terrace areas also.

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27. That the sizes and given areas are tentative which can be modified due to technical and other reasons e.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustments arising out of super area variations.
28. That in case a particular unit is omitted due to change in the plan or the Company is unable to hand-over the same to the allottee / s for any reason beyond its control, the company shall offer alternate units of the same type and in the event of non-acceptability by the allottee/or non-availability of alternate unit, The Company shall be responsible to refund only the actual amount received from the allottee/s till then and will not be liable to pay any damages or interest to the allottee/s. In case any preferentially located unit is not constructed, the Company shall be liable to refund extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee/s.
29. That the possession period agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installments shall become due immediately. The allottee / s has to take possession of the unit within 90 days of the written offer of possession from the Company failing which the unit shall lie at the risk and cost of the allottee/s. In case of delay in delivery of possession beyond the said date plus minus Six months which is attributable to the delay or negligence of the “Company”, in that event the Company shall pay to the Allottee Rs. 05/- per sq.ft. per month for the period of delay. Likewise, the allottee / s shall be liable to pay holding charges, in addition to his proportionate share of all the other charges like maintenance and power back-up, to the company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 90 days. The Possession delay penalty is not payable to the defaulter member.
30. The allottee/s has to make payment of the balance amount and take possession of the unit within 90 days of the written offer of possession from the Company failing which the unit shall lie at the risk and cost of the allottee/s. Further, the allottee/s shall be liable to pay holding charges, at the rates to be intimated by the Company, in addition to his proportionate share of all the other charges to the Company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 90 days.
31. That the allottee / s after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, buildings material or any other reason whatsoever.

G. GENERAL TERMS AND CONDITIONS:

32. That the basis of calculating the proportionate charges payable by the allottee/s will be the proportion of the built up area of his unit to the total built up area of all units affected by that charge

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33. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee /s.
34. That the Company shall have the right to raise finance from any Bank/financial institution / Body Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institutions and for such an act the allottee/s shall not have any objection and the consent of the allottee/s shall be deemed to have been obtained for doing the same during the construction of the complex. Notwithstanding the fore going, the company shall ensure to have any such change, if created, vacated on completion of the complex and, in such a case, before transfer / conveyance of the title of the unit to the allottee /s.
35. That the allottee /s agree to furnish his permanent Account Number (PAN) or Form 60, as the case may be, within 30 days from the date of execution of this Allotment Letter, if not furnished earlier.
36. That the allottee /s may undertake minor internal alterations in his unit only with the prior written approval of the Company. The allottee/s shall not be allowed to effect any of the following changes / alterations:
 - i. Change, which may cause damage to the structure (Columns, beams. slab etc) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee/s will get the same repaired failing which the cost of repair may be deducted from the allottee/ s IFMS.
 - ii. Changes that may affect the façade or common areas of the building e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint color of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the cost of the allottee/s.
 - iii. Making encroachments on the common spaces in the building.
37. That allottee /s shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other allottee/s in the complex.
38. That in case of transfer of allotment / ownership of unit, a transfer fee as prescribed by the Company shall be payable by the allottee/s to the Company.
39. That the Development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non- availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as result of any notice, order, rule, notification of the Government / Court of Law/ Public/ competent Authority or any other reason beyond the control of the company & any of the aforesaid events, the Company shall be entitled to a

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reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative / substitute materials without any claim from the allottee /s.

40. That in case of NRI buyers, the observance of the provisions of the foreign exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee /s.
41. That the amounts paid by the allottee / s to the Company to the extent of 10% of the sale price of the unit shall constitute the earnest money which may be forfeited in case of non-fulfillment of the terms of allotment.
42. That the allottee / s has fully satisfied himself / herself about the interest and the title of the Company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee/s in this respect.
43. That the allottee/s agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to the Company constructing or continuing to construct other building adjoining the said residential unit. The allottee / s agrees that in case at any stage further construction in the complex becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee/s.
44. That all charge payable to various departments for obtaining service connections to the residential unit like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee /s.
45. That in case of joint application, the Company may, at its discretion, without any claim from any allottee do the, correspondence with any one of the joint allottee / s sufficient for its record.
46. That for all intents and purposes, singular includes plural and masculine includes feminine.
47. That all disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.
48. That all disputes or disagreements arising out of in connection with or in relation to this allotment, which cannot be amicably settled, be finally decided by arbitration and the arbitration in such a case shall be the Architect of the Project.
49. That in case of any dispute between the co-allottee /s. the decision from the competent court shall be honored by the Company.
50. That the court at Delhi alone shall have jurisdiction for adjudication of all matters arising out of or in connection with this agreement.

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TECHNICAL SPECIFICATIONS

FLOOR		
DRAWING/DINING		Vitrified Tiles
	DOOR	Flush door with morties lock
MASTER BEDROOM	FLOOR	Wooden Flooring
	DOOR	Flush door with morties lock
	WINDOWS	Aluminium power coated UPVC or equivalent
	INTERNAL WALL FINISH	Pleasant Color OBD with POP cornice
BEDROOM	FLOOR	Vitrified Tiles
	DOOR	Flush door with morties lock
	WINDOWS	Aluminum power coated UPVC or equivalent
	INTERNAL WALL FINISH	Pleasant Color OBD with POP cornice
KITCHEN		Semi-Modular Antiskid
		Ceramic Tiles
	FLOOR	Flush door with morties lock Granite
	DOOR	top with stainless steel sink
	FIXTURES & FITTINGS	Designer ceramic tiles with border upto 2'-0".above counter
TOILETS	FLOOR	Antiskid Ceramic Tiles
	DOOR	Flush door with morties lock
	FIXTURES & FITTINGS	Superior & Branded chinaware and CP fittings.
	GRANITE COUNTER	In attached Toilet of Master Bedroom
	WALLS	Designer ceramic tiles upto 7'-0"
LOBBY	WALL FINISH	Texture Paint
	FLOOR	Kota Stone
ELECTRICAL		Efficient,high quality insulated copper wires
		Designer modular switches
EXTERIOR FINISH		Texture Paint
SECURITY SYSTEMS		Intercom Facility (from flat to security Room)
		High selective CCTV (in common areas)

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