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GYC GALLERIA/F-66/Mr. Harish Chander Arora

To,

Dated: June 2, 2017

Mr. Harish Chander Arora S/o Mr. Ramdass

Sub: Allotment of Commercial space/unit in the GYC GALLERIA (Project) situated at Plot No. C-15,GAUR YAMUNA CITY,Sector 19, Sports City East, Yamuna Express Way, YEIDA,District Gautam Budh Nagar, U.P.

Dear Sir(s)/Madam,

In response to your application dated 12 Jan 2016 we, M/S GAURSONS REALTECH PVT.LTD., a Company registered under the Companies Act, 1956 having its Corporate Office at Gaur Biz Park, Plot No. 1, Abhay Khand-II, Indirapuram, Ghaziabad (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you **Commercial space/unit No. F-66 on 1st Floor.**

Carpet Area:- _____ sq.mtr. (_____ sq. ft.) approx. Wall & RCC Column:- _____ sq.mtr. (_____ sq. ft.) approx. Common Area:- _____ sq.mtr. (_____ sq. ft.) approx. (Total Area _____ sq.mtr Le. _____ sq.ft approx). as per specifications attached herewith, in the proposed Project known GYC GALLERIA, situated at Plot No. C-15,GAUR YAMUNA CITY,Sector 19, Sports City East, Yamuna Express Way, YEIDA,District Gautam Budh Nagar, U.P.for a cost of Rs.2,472,600.00 (Rupees Twenty Four Lakhs Seventy Two Thousand Six Hundred Only) + service tax,as assessed and attributed by the Government of India,payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Remarks:- _____

1 SQ.MTR = 10.764 SQ.FT.

Layout of the Commercial and the project are attached herewith. (Annexed herewith as Annexure D & E)

The Estimated Date of Possession _____ + grace period of 6 months

Company

Signature of the Allottee(s)

Interpretation of some indicative terms

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

Application (Booking Application):- A request for allotment of Commercial space/unit made by the Person(s)/Firm/Company on a standard format namely booking application form of Company. In case of more than one applicant the other 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 Commercial space/unit by the Company, a format containing the terms and conditions of allotment, duly executed between the Company and Intending Allottee(s).

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

Commercial space/unit: - The Commercial space/unit in the project which is identified by a number, that number is also identifying the Floor of that Commercial space/unit. "Said Commercial space/unit" shall mean the specific Commercial space/unit applied for by the Applicant in the Said Project, details of which has been set out in the Booking Application

Area

Area of land: - Total Area of land over which the projects going to be constructed.

Carpet Area: - means the net usable floor area of a Commercial space/unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony (if any) or verandah area (if any) and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial space/unit.

Common Area and Facilities:- Means all facilities to be used by all the Commercial space/unit (s), such as entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

Total Area:- The area after loading of other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the Commercial space/unit.

Cost of Commercial space/unit: - The cost of Commercial space/unit is total consideration amount of a particular Commercial space/unit duly agreed between the company and the buyer nothing has been calculated or charged separately for location, Lease rent, electricity connection power backup connection or any other item i.e. the applicable taxes are not the part of consideration/cost of Commercial space/unit (s).

Fit Out Period :- After completing the construction the final touch Commercial space/unit will be given to the Commercial space/unit. The duration of said fit-out is six months from the date of offer for fit out wherein the buyers may get this final installation done in their own presence.

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

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.
- (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.

Company

Signature of the Allottee(s)

- (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/company from complying with any or all the terms and conditions as agreed in allotment; or
- (g) any legislation, order or rule or regulation made or issued by the Govt, or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

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

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

Maintenance Charges: - means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Project/Township (applicable if the project is situated in Township) to the Maintenance Agency @ prescribed rates on the total area of the Said Commercial space/unit, applicable on monthly basis and payable in advance.

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 Commercial space/unit or Said Project.

Township: - means a large development having many projects wherein the entire internal infrastructure within the boundary of that area is provided by the Company.

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

Company

Signature of the Allottee(s)

Details of Title and Ownership of the Company (Annexed herewith as Annexure C):**TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT LETTER FOR ALLOTMENT OF COMMERCIAL SPACE/UNIT.**

- 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 Commercial space/unit, owner shall be confined up to the particular project wherein the Commercial space/unit is situated. The up keeping and maintenance of the township and the Project will be carried out by the Company or its nominee, the Commercial space/unit owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project to the Company.
- 2) That allottee(s) shall not be entitled and have any right, title or interest in any other project, amenities/facilities developed apart from the said project. The sports/club facilities going to be developed in the Township will always remain the property of the Company. The Company reserves its rights to dispose-off the same or can charge membership fee/usage charges in accordance with rules and regulations framed under its sole discretion. The township has a master plan wherein areas/land has been duly marked for particular usage. It is not an obligation towards the Company to construct the building over the said land, the Company may offer/transfer these areas for development and construction to other developers/promoters in accordance with usage defined in master plan and development of these areas will depends upon the market viability.
- 3) That the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (hereinafter referred to as ACT). As per section 2 of the Act, shopping malls and multiplexes are specifically excluded from its preview. Thus the very Act entails non application of its provisions upon shopping malls and multiplexes. That the building plans of proposed project have been duly submitted/sanctioned to/by the Development Authority. The project will have Commercial space/unit of different sizes and dimensions in various Floors therein.
- 4) That at the allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the Company. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the Company. The specifications of actual construction are duly specified in the brochure and also forming the part of booking application/allotment.
Note: The request for any change in construction/specification of any type in the Commercial space/unit will not be entertained.
- 5) That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the Company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the Company in accordance with the Government/Development Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the Development Authority which comprises of limited nos. of the Commercial space/unit in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and green Building FAR etc. will be permissible time to time as per the Authority's regulations. The Company can make any type of change in layout/elevation/design/alteration in open area etc. as and when required and deemed fit by the Company and by signing this allotment and terms & conditions, all time consent of the allottee(s) shall be presumed for all has been stated herein. The dimensions shown in the brochures, maps or any other documents have been calculated on non-plastered brick wall to brick wall bases.

Company**Signature of the Allottee(s)**

- 6) That the consideration is for the area of the said Commercial space/unit which will be Sold/Sub-leased, as mentioned "Carpet Area". All the unsold areas of the project will be the sole ownership of the Company, the Company will be entitled to dispose off or utilize those areas as desired and decided by the Company. The Company can sub lease the vacant Commercial spaces/units of the complete Tower/Floor of the Commercial spaces/units as a whole or in part to one or more person(s)/company(ies)/institutions) whosoever.
- 7) That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the Township. The Company will carry out all the above mentioned amenities within the boundary of the Township i.e., internal development. 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 Company.
- 8) That the allottee(s) has read over and understood all the content/terms & conditions of maintenance agreement, agreement for supply of electricity, agreement for power backup etc. which will be executed with execution of this allotment.
- 9) That the schedule of payment/instalment has been duly explained to the allottee(s) who shall be responsible for making payments on time, any separate demand letter for the instalment falling due will not be required to be sent by the Company and that cannot be claimed as a right or any duty /obligations towards the Company.
- 10) That the instalments of payment will run as opted for, in the payment plan. 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 Company's corporate office or from the consumer portal on Company's website. 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 allotment shall be treated as cancelled and 25% amount of the cost of the Commercial space/unit 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 Commercial space/unit and after receiving the sum of refundable amount from the new buyer. As the company/promoter utilized the deposited amount for the development and construction of the project.
Note: Timely payment being the main essence of the allotment, 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). It shall be always clear that if availed loan for the Commercial space/unit 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.
- 11) That the allottee & co-allottee (if any) will have equal share in the Commercial space/unit 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 Company will hold the booking / allotment for two months only thereafter the Company 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.
- 12) That the Company/promoter may restore the cancelled Commercial space/unit in its sole discretion after receiving 10% of the cost of the Commercial space/unit as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.

Company

Signature of the Allottee(s)

- 13) That the allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens, the Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 14) That In case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company 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).
- 15) That any alteration / modification as the Company may deem fit or as directed by any competent authority(ies) resulting ± 3 % change in the area of the Commercial space/unit including terrace/balconies, there will be no extra charge/ claim by the Company also the allottee(s) shall not be entitled for any refund.
- 16) That although all the major construction of the Commercial space/unit will be completed, however the final touch (as described in annexure A) will be done during the "Fit Out Period" of 06 months. It has been experienced that if the final touch to a Commercial space/unit has been given and the possession delays as the allottee(s) do not proceed with, the said finished Commercial space/unit get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual Commercial space/unit and the owner(s)/ allottee(s) may get these final installations done in his/her/their own presence, if desired so.
- 17) That it is thoroughly clear to the allottee(s) that final finishing of the Commercial space/unit shall be done after deposition of entire amount and obtaining NO DUES from the Company. Pendency of completion certificate shall not be the reason to hold the dues.
- 18) That the construction could be completed prior to the date mentioned in the allotment. In that case the Fit out of the Commercial space/unit cannot be denied on any ground whatsoever. The date given in the allotment is an assessment only and construction could be completed earlier to that.
- 19) That only after the registration of Sale deed/Sub lease deed with possession of the Commercial space/unit the allottee(s) shall be considered as the owner of the Commercial space/unit.
- 20) That the monthly maintenance charges shall commence from the date of possession or the cut-off date for the same.
- 21) That if there is delay in handing over the possession of Commercial space/unit 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 Company, the Company will pay to the Allottee(s) an interest @ 9.5% per annum over the deposited amount of cost of the Commercial space/unit excluding the taxes and other charges provided that all due instalments of Commercial space/unit were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time. In case the allottee(s) do not proceed with possession of Commercial space/unit, the penalty of Rs. 100/- per sq.mtr. per month of the Carpet Area of the Commercial space/unit shall be applicable and payable by the allottee(s) the said penalty shall commence from the date of expiry of Fit- out period.
- 22) The holding and waiting period of an Commercial space/unit shall have a limit maximum of 2 (Two) months from the date of issuance of completion certificate where the allottee(s) do not proceed for possession i.e. the sale/sub-lease deed of Commercial space/unit 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 Commercial space/unit will be entitled and entertained.

Note:- For all the cases of refund, the amount deposited as applicable taxes & delayed period interest shall not be refundable and cannot be claimed from the Company.

Company

Signature of the Allottee(s)

- 23) That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is shall also cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provide by the Authority, it shall be deemed as issued provided in law/by laws; therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
- 24) The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warpage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the Commercial space/unit owner has made internal changes for the interior of the Commercial space/unit and the layout of the Commercial space/unit has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability.
- 25) In case the allottee(s) surrender /cancel the booking/allotment at any stage due to any reason what so ever than 25 % of the cost shall be forfeited balance(if any) shall be refunded without interest.
- 26) That the Sale deed/Sub lease deed of the Commercial space/unit shall be executed and registered only after completing the construction, 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, agreement for maintenance, electricity and power backup etc. shall also be paid and borne by the allottee(s).
- 27) That until a Sale deed/Sub lease deed is executed and registered, the Company shall continue to be owner of the Commercial space/unit and the allotment shall not give any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing Commercial space/unit as a contractor on the other hand Company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the Commercial space/unit for all its dues and payable to the Company.
- 28) That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. 220/- per sq mtr. of the Total Area of the Commercial space/unit + service tax.
- 29) That all taxes such as Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of Commercial space/unit from the date of possession i.e. from the date of Sale/Sub-lease deed
- 30) That the owner(s) after possession shall comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, UP. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the Development Authority/local authority/State Govt./Govt of India and shall be responsible for all deviations, violations or breach of any of the conditions of law/byelaws or rules and regulations.
- 31) That the basement spaces as per the permissible usage can also be allotted for other purposes like storage spaces etc.

Company

Signature of the Allottee(s)

- 32) That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the Commercial space/unit through pre-paid systems. The Electricity Connection shall be provided for the capacity as opted in the application form _____ KVA and also in accordance with all other Terms & Conditions as per the electricity supply agreement.
- 33) That the Power back-up facility availed as opted in the application form _____ KVA, no request for power backup facility shall be entertained later on if not availed. The per unit charges of the power back-up (i.e., running of DG set) shall be subject to the prevailing rates of fuel at the time of possession.
Note: Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be final as opted in booking application.
- 34) That the rate for Electricity charges will be as per the prescribed rates of Authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are attached with 'Electricity Supply Agreement'. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non- usage of electricity and power back-up) will be decided by the UPERC/authority).
- 35) That it is hereby agreed, understood and declared that the Company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/ Commercial spaces/units of the said Project. However, the sale/sub lease deed in respect of Commercial space/unit in favor of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
- 36) That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Company as consequences of Court order /Government/ 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 Company 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 Company.
- 37) That the non-refundable Interest Free Maintenance Security (IFMS) of amount Rs. _____/- shall be charged for Commercial space/unit. The monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the project.
 "Presently the monthly maintenance charges has been decided for Commercial space/unit @ Rs _____/- per sq.mtr. based on the total area of Commercial space/unit, however, the rates decided by the Company considering the rates of consumable and wages etc. at the time of possession shall be final and binding.
- 38) That the 25% amount of the Interest Free Maintenance Security (IFMS) shall be deposited in the head of Project/Township Maintenance and 15% of the Monthly Maintenance Charges collected from the Commercial space/unit shall be transferred and paid for the Project/Township Maintenance. Maintenance Charges from the Commercial space/unit will be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in favor of the Company or its nominee in the head of Project/Township Maintenance. The Company reserves its rights to apply all the best possible method for collecting the Project/Township Maintenance Charges, the Project/Township Maintenance Charges may be collected separately by the Company if required so.
Note: NOC from the Company/Maintenance Agency is required for clearance of maintenance dues prior to the subsequent transfer of Commercial space/unit by the owner otherwise the subsequent buyer will not be allowed.

Company

Signature of the Allottee(s)

- 39) That the Commercial space/unit shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the Commercial space/unit owners. They also shall not be permitted to closing of verandah, lounges, balconies (if any) and common corridors etc., even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color schemes of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of Commercial space/unit. Any type of change inside the Commercial space/unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole structure therefore no change is allowed.

Note:- The company reserves its right to allow the signboard/advertisement material which can be displayed at the designated place only demarcated by the company.

- 40) That it shall be the responsibility of allottee(s) to inform the Company 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 Company shall not be responsible for any default. The allottee(s) shall be responsible to obtain a proper receiving for the intimation regarding the change of its address, merely sending a email for the same shall not be claimed as a conclusive proof for change in address.
- 41) That allottee(s) is/are aware The Real Estate (Regulation and Development) Act, 2016 came in to effect from 1st May 2017 and State of Uttar Pradesh have already notified the rules for the states under the provisions of this act on October 2016. The formation of Real Estate Regulatory Authority is under process and there shall be a standard "Agreement to Sale" which has to be executed and registered between developer and me/us, under this act. Further allottee(s) undertake, declare, confirm that he/they shall/will be abide by all the terms and conditions of the allotment and "Agreement to Sale" to be executed and allottee(s) shall /will also bear all the charges/cost/stamp duty of registration and execution of the "Agreement to Sale" or any other agreement to be executed in future. Allottee(s) shall/will also undertake all the taxes, cess, GST, VAT, Stamp duty or charges applied by state or central government over purchase and holding of this Commercial space/unit shall be borne and paid by allottee(s) himself/themselves.
- 42) That in the event of any dispute whatsoever arising connected with the booking/allotment of the said Commercial space/unit, 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

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- 43) In case of NRI allottee(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).
- 44) That the following Annexure are annexed herewith which are also being the part of this allotment form.
- A) Specifications of the Commercial space/unit.
 - B) Specification of the project/township.
 - C) Details of Title and Ownership of the Company.
 - D) Layout Plan of Township/Project
 - E) Layout plan of Commercial space/unit.
 - F) Payment plan.

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claimer: I/we have fully read over and understood all the terms & conditions mentioned herein above and terms mentioned in maintenance agreement, agreement for supply of electrical energy agreement for power balance. All queries have been duly explained by the executive of the Company. I/we have discussed and taken legal advice in 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 Company 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:

Yours faithfully

PLACE: