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Date:

Legal Disclaimer: All contents of this document with respect to flat/unit of Arihant Ambar Project are subject to the Real Estate (Regulation and Development) Act 2016, rules framed there under and implementation thereof."

Flat Buyer Agreement

To,

Name of First Allottee	
S/o.	
Address	
PAN No.	
Name of Second Allottee	
W/o.	
PAN No.	
Address	

(First Allottee)

(Second Allottee)

Subject: **Allotment of Residential Apartment in the proposed Group Housing Complex known as “ARIHANT AMBAR” in the Residential Complex on Plot No.: GH-16 C, Sector-1, Greater Noida, Uttar Pradesh.**

Dear Sir/ Madam,

This is in reference to your application no. dated for allotment of a residential apartment in the proposed Group Housing Residential Complex

known as **“ARIHANT AMBAR”** to be constructed at Plot No. **GH-16 C, Sector-1, Greater Noida (West) Uttar Pradesh**, (hereinafter referred to as said **“Complex”**). In response to your application we, **M/s. Citycon Buildwel Private Limited**, a company registered under the Companies Act, 1956 having its Office at **602 6th Floor, Sachdeva Tower, Community Center, Karkardooma, Delhi-110092** (Hereinafter referred to as the **“Company”** which expression shall, unless repugnant to the context or meaning thereof is deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a Residential Apartment No.,th Floor having Carpet Area **Sq. Mtr. (.....Sq.Ft.)**, Built Up Area **Sq.Mtr (..... Sq. Ft.)** and Total Area Approx. **Sq.Mtr. (.....Sq.Ft)** Type- as per specifications attached herein as **Annexure- “A”** along with number parking space, in the Group Housing Residential Complex known as **“ARIHANT AMBAR”** for a Basic Selling Price (BSP)/- (Inclusive GST Rebate) (.....) as per the Payment Plan opted by the Buyer which is inclusive of parking rights, Membership fees for recreational facilities shall be exclusive of other charges as mentioned hereinafter. Charges for various facilities provided within the complex shall be in addition to the basic selling price mentioned above.

WHEREAS the company **M/s Citycon Buildwel Pvt. Ltd.** has taken over physical possession of the said plot of land on lease hold basis under the Scheme BRS 04/2010 after executing the Lease Deed dated 26.08.2013 and got it duly registered with the Sub-Registrar of Gautam Budh Nagar on 26.08.2013 Vide13988 from pages 249 to298 and documents bearing No. 21056.

AND WHEREAS the Company is hereby making full and true disclosure in writing with respect of its Group Housing Residential Complex namely, **“ARIHANT AMBAR”**, located at Plot No. GH-16 C, Sector-1, Greater Noida, Uttar Pradesh, hereinafter shall also be called **“the Project”**.

AND WHEREAS the company has offered to sell residential apartments of various sizes, dimensions, described in the aforesaid group housing project to the applicants(s) in the proposed complex to be constructed in phases on the terms and conditions stated herein and to the Application form unless repugnant hereto.

The Buyer has read/ being read-over, understood the terms & conditions of this Allotment Letter and its ensuing legalities thereof, and is agreeable to the same. The Buyer acknowledges that the company has provided all the information and clarifications as sought by the Allottee. The Buyer has primarily relied on

(First Allottee)

(Second Allottee)

his/ her own judgment and conducted inquiry before deciding to seek allotment of the said Apartment/ invest in this project.

The Buyer has applied for allotment of the said apartment and is fully aware of limitations, restrictions and obligations of the company in relation to and in connection with the development/construction of the said Apartment/said building/said Complex and has also satisfied himself about status/title/interest/rights of the company over the land on which the said Apartment/said building/said Complex is to be developed/constructed and has understood all the constraints of the company in respect thereof. The Buyer confirms that no further inquiry in this regard is required by the allottee, and is satisfied to the fullest. The Allottee understands, agrees and acknowledges that the final allotment of the Said Apartment is subject to strict compliance of all the terms and conditions of the Allotment letter, all relevant laws, bylaws, rules, regulations, notifications and orders by all concerned authorities by the allottees. The Buyer further understands that the final allotment of the Said Apartment is entirely at the discretion of the Company and subject to force majeure conditions.

The Buyer understand that company may at its sole discretion decide not to allot any or all the apartments in the said Complex/said building to anybody or altogether decide to put at abeyance/abandon the project itself for which the Buyer shall only have right to claim the refund of the amount paid by him & shall not have any other rights to raise any dispute or claim with respect to the said Allotment.

AND WHEREAS the requisite allotment being offered now incorporating the details embodied in the application form, terms and conditions of which shall form part and parcel of this allotment unless superseded, directly or indirectly, by anything contained in this allotment.

AND WHEREAS this provisional allotment detailed below along with the terms & conditions as laid down in the booking booklet shall prevail over all other terms and conditions given in our brochures, advertisements, price lists, and other sale documents. This allotment letter cancels all previous allotment certificates issued against this apartment. The Buyer shall quote the apartment unit number herein for all future communications with the company.

AND WHEREAS the Buyer are aware of and has/have knowledge that the building and layout plans are sanctioned/ to be sanctioned, but the company may make such changes, modifications, alteration and additions, therein in accordance with law as may be deemed necessary or required to be done by the builder, the Greater Noida Industrial Development Authority or any local authority or for better utilization of the limited resources for the better habitability of the Residents/ Allottees.

AND WHEREAS as per the Layout Plan it is envisaged that the Apartment on all Floors shall be sold as an independent Dwelling Unit with impartible and undivided share, in the land area underneath the block together with proportionate interest in all entrances, exits, passages, lift and entrance lobbies if any, stairs and corridors, overhead and under-ground water tanks, shafts, ducts, common lawns, roads and other common infrastructural facilities for the Apartment(s) to be used jointly by all the Buyer in the manner herein after mentioned and further, the Buyer shall not be permitted to carry out any construction on the Terrace/Terraces. However, the company may, at its discretion in case of any change in the FAR or

otherwise as may be permitted under law shall have the right to make such additional constructions within the complex including having the right to explore the terrace/terraces to carry out construction of further apartments in the eventuality of such change in the FAR or otherwise without any objection whatsoever from the Buyer, Such, aforesaid exploration or even otherwise may be made by the company, however only if the same is in consonance with all existing statutory laws. And as such, for all times the terrace rights shall exclusively belong to the company, unless explicitly allotted otherwise. The Buyer under signed herein appreciates and understands the intent and consequences thereof and agrees to the same and hereby assures the company to issue written confirmation if any such requirement arises in future so as to comply with any law, notification, rules or regulations as may be prescribed by the competent authority in this respect.

AND WHEREAS the Buyer is/are aware of and has/have knowledge that the building plans are tentative and the company may make such changes, modifications, alteration and additions, therein as may be deemed necessary or required to be done by the builder, the Government/Development Authority or any local authority, to which the allottee/allottees gives consent hereby.

AND WHEREAS the Company has allowed Buyer inspection of the site, proposed buildings plans, specifications, ownership record/ lease hold rights of the aforesaid plot and all other relevant documents relating thereto, and as a result hereof and/or even otherwise the Buyer have fully satisfied himself/herself/themselves in all respects with regard to, all the details of the Apartment, specifications, all Total Area details, common infrastructural facilities, limited common areas etc., the title and also the right and authority of the company to offer this allotment.

THAT the Buyer has fully satisfied himself/ herself about the interest and the title of the company in the said land on which the Apartment as the part of a group housing scheme is being constructed and has understood all layouts designs, specifications, area details, salient features, and common facilities etc. and all limitations and obligations in respect thereof and there will be no more investigation or objection by the Buyer in this respect hereinafter.

AND WHEREAS after fully satisfying himself/herself/themselves, the Buyer agrees to acquire from the Company a Residential Apartment No. Apartment No., ...th Floor having Carpet Area **Sq. Mtr. (.....Sq.Ft.)**, Built Up Area **Sq.Mtr (..... Sq. Ft.)** and Total Area Approx. **Sq.Mtr. (.....Sq.Ft)** Type- as per specifications attached herein as **Annexure- "A"** along with number parking space (Usage rights) (hereinafter referred to as the "Apartment") along with impartibly and undivided proportionate share, in the land area underneath the block together with proportionate interest in the common area facilities proposed to be constructed and provided within the Complex.

NOW, THEREFORE, THIS ALLOTMENT LETTER WITNESSED AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS UNDER:

(First Allottee)

(Second Allottee)

Definitions and Interpretations: In addition to other definition contained herein, the following terms shall have the meanings assigned herein when used in this Allotment Letter:

“Flat Buyer” shall mean this letter, including all schedules and exhibits attached hereto, as may be amended & supplemented from time to time.

“Apartment” means Unit No. Apartment No.,th Floor having Carpet Area Sq. Mtr. (.....Sq.Ft.), Built Up Area Sq.Mtr (..... Sq. Ft.) and Total Area Approx. Sq.Mtr. (.....Sq.Ft) Type- as per specifications attached herein as **Annexure- “A”** along with number parking space (Usage rights) along with impartible and undivided proportionate share, in the land area underneath the block together with proportionate interest in the common area facilities proposed to be constructed and provided within the Complex in accordance with the layout and building plan sanctioned by the competent authorities.

“Common Areas” shall mean and include all facilities to be used by the apartment owners, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, underground and overhead tanks, electric sub-station, control panel room, installation area of transformers and DG sets, guard room, guard towers, entrance and exit of the complex, water supply and treatment plants, pump houses, sewerage system and STP, EPABX system, common toilets, rain water harvesting system space, architectural features etc.

“Earnest Money” means the amount Buyer hereby agrees to be the earnest money i.e. amount equivalent to 10% of the basic sale consideration of the apartment shall be treated as earnest money.

“Encumbrance” shall mean and include any claims, interest, disputes, notices, demands, orders, judgments, gift, mortgage, notifications, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker’s lien, privilege or priority of any kind having the effect of security, any designation of loss to payees or Buyer or any similar arrangement under or with respect of any insurance policy.

“Force Majeure” shall mean an event or circumstances not within the reasonable control, directly or indirectly, of the party affected, but only if and to the extent that:

- (i) such event or circumstance, despite the exercise of reasonable diligence, cannot be (or be caused to be) prevented, avoided or removed by such Party;
- (ii) such event or circumstance materially adversely affects (in cost and/or time) the ability of the Party to perform its obligations under the contract, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on its ability to perform its obligations under the Contract and to mitigate the consequences thereof; and

Subject to the foregoing, the events of *Force Majeure* shall include the following but shall not be limited to the same, and shall include any such other analogous:

- (a) War, hostilities (whether declared or undeclared), invasion, act of foreign enemies;
- (b) rebellion, revolution, insurrection or military or usurped power or civil war;
- (c) epidemic, explosion, major fire, flood, earthquake or other exceptional natural calamity and exceptional act of God;
- (d) riot, commotion or disorder, unless solely restricted to employees of the Contractor or any of its sub-contractors or suppliers;
- (e) any act or omission of any Government instrumentality;
- (f) a Change in Legal Requirements;
- (g) Strikes (whether or not nation-wide) and any lock out or other industrial disturbance.

“Independent areas and facilities” the areas for shops, convenient stores, saloon, restaurants and kitchen, commercial spaces etc. and, their approaches and spaces appurtenant to these in Complex including the Car Parking Spaces reserved for their use and spaces appurtenant thereto or area earmarked for future use shall vest with the Company. The Company shall be free to dispose off the same on such terms and conditions as it may deem fit. The applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale/ transfer of the above said independent area or in the operation and management including, but not limited to creation of further rights in favor of any other party by way of sale, transfer, sub-lease or any other mode to any person or body which the Company may deem fit in its sole discretion without any interference from any of the applicant(s) of the Complex.

“Limited common areas and facilities” shall mean all areas which have been declared but not included as common areas for joint use of apartment allottees and can be allotted by the promoter without the interference of other apartment allottees. Such as recreational facilities, open parking’s, covered parking’s, lawns/gardens, terrace etc., for the usages and benefit of the users thereof, both in stilts and basements, all areas of basements and stilt other than those allotted as parking’s, and all other facilities/areas not covered in the calculation of the Carpet Area as detailed above for the use of the designated apartments/flats to the exclusion of other apartments.

“Sub-Lease Deed” shall mean the lease deed or such other conveyance deed for transfer of possession and unencumbered, unfettered right, title and interest in the apartment along with all benefits and rights to passage, easements, benefits, privileges attached and appurtenant thereto, free from any encumbrance, executed by the Company on the completion of the project.

“Total Area” shall mean and include the covered areas, areas under walls, full area of galleries and balconies, and other projections whatsoever, together with proportionate share in the common areas and facilities such as area under corridors, passages, staircases, lifts and lift rooms, electric sub-stations, clubs, water tanks, architectural features, entrances and exits of the building plus proportionate share of service areas to be utilized for common use and facilities and including all easement rights attached to the said Unit.

Context, intent & References to be read with- Unless the context of this Allotment Letter otherwise requires, (a) words of any gender are deemed to include each gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Allotment Letter; (d) the term “Article” refers to the specified Article of this Allotment Letter; (e) all references to “Rupees” refer to currency of India.

(A) The Basic Sale Consideration or Basic Selling Price (BSP) shall be **Rs...../- (Rupees Only)** less GST rebate @ 7.5% will be **Rs...../- (Rupees Only)** Net Basic Selling price after GST rebate is **Rs...../- (Rupees Only)**

(B) (I) That out of the above said consideration of the dwelling unit the Buyer has/have paid a sum of **Rs...../- (Rupees Only)**.

(II) That the balance amount of **Rs...../- (Rupees Only)** shall be paid by the Buyer as per Schedule of Payment agreed and recorded below:

Payment Plan

- (a) At the time of Booking
(10% of BSP) Rs...../-
- (b) Within 45 Days of Booking Rs...../-
On Completion of External Plaster
(85% of BSP+ 100% Location PLC+
100% Car Parking)
- (c) On Offer of possession Rs...../-
(5% of BSP+ Power Backup+IFMS+Lease Rent
+Sinking Fund+IGL+S.S.Door+FTTH+Electric
Meter+Legal Charges+Processing Fees)

Total Cost of Flat: **Rs...../-**

Additional Items Included in Instalments:

Power Back-Up Charges	1 KVA	Rs...../-
Lease Rent	@ Rs. 60/- per sq.ft	Rs...../-
IFMS	@ Rs. 25/- Per Sq.Ft	Rs...../-
Sinking Fund	@ Rs. 15/- Per Sq.Ft	Rs...../-
IGL Charges		Rs...../-

(First Allottee)

(Second Allottee)

Main Entrance S.S. Door		Rs...../-
FTTH Charges		Rs...../-
Electric Meter Charges@ Rs. 8000/- Per KW		Rs...../-
Legal Charges		Rs...../-
Processing Fee		Rs...../-
	Total:	Rs...../-
	GST	As applicable on possession
Water & Sewerage Connection Charges		As on Demand from Authority on Possession

Note: (a) For any additional requirement in future subject to availability, the prices prevailing at the time of exercising the above items shall be charged.

(b) Further, if any additional Taxes, Levies as assessed by the government, the allottee will be liable to pay such additional levies.

SCHEDULE OF PAYMENT FOR ADDITIONAL/OPTIONAL ITEMS SHALL BE AS PER BASIC SELLING PRICE.

(a) On or Before Offer of Possession: Rs...../-

Note: Balance dues, if any shall be paid on or before the offer of possession.

1. The Buyer agrees that time shall be the essence in respect of all payments to be made by the Buyer including the total price and all other payable amounts. Charges, dues as mentioned in the application/allotment agreement. No separate demand letter for payment of installments on the due dates will be issued. It shall be obligatory on the part of the Buyer to make the payment on or before the due dates agreed and mentioned herein. The agreed schedule of payment shall be respected by the Allottees under any and every circumstances and shall not be excused for any reason given upon default of payment. That, the right for the allotted apartment emanates from the duty to make payments and the Buyer agrees and understand the same, and assures that if the allotment is cancelled for the same, he shall not raise any dispute. In case of default by the Allottee to make the payment as per the schedule of payment, the Company may send a notice to the Allottee to make the default payment within 15 days of the receipt of notice, failing which the Company shall be at its liberty to cancel the booking/allotment and forfeit the earnest money. Termination/Cancellation of booking/allotment shall be binding after giving opportunity to the Allottee to make the default payment, shall be binding and enforceable.
2. The Buyer agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable amount if any in case of non-fulfillment/ breach of the terms and conditions of the Application and the Agreement herein, including withdrawal of the Application, and also in the event of the failure by the Buyer to sign and execute with the Company the sub-lease deed/sale deed by the Date of Completion of the Project by the Company or within the stipulated time period as intimated by the company to the Allottees. Upon which the Buyer shall be left with no lien, right,

(First Allottee)

(Second Allottee)

title, interest or any claim of any nature whatsoever in the Said Apartment. The Company shall thereafter be free to resell/ re-allot and/ or deal with the Said Apartment in any manner whatsoever. The amount(s), if any, paid over and above, the Earnest Money, any such amount paid by the Allottees being refundable amount would be refunded to the Buyer by the Company only after realizing such amounts from resale of the Said Apartment but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Buyer to the Company. If the amount deposited/ paid by the Buyer is less than the Earnest Money being Non-Refundable Amount then the Buyer agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

3. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Buyer in not making payments within the stipulated time. On the condition(s) that the Buyer shall pay to the Company interest, which shall be charged after the due date @ rate of SBI MCLR+2% per annum or such other rate of interest as decided by the company. In any case, delay in payment/installment shall not be condoned beyond a period of 60 days.
- 3.1 The Buyer hereby covenants with the company to pay from time to time and at all times, the amounts which the Buyer is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments, observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Buyer .
- 3.2 If Buyer desires for cancellation of the allotment after the date of executing this allotment letter, it may be accepted, subject to forfeiting 10% (i.e. the earnest money) of the Basic Price of the Apartment and deducting the payments made to financing bodies for loan(s) of the subject unit and other non-refundable. The remaining balance amount, if any, shall be refunded without any interest subject to realizing such amounts from sale of the said Apartment.
4. The Buyer in order to pay for the consideration of the Apartment may have it financed from his/ her employer or financial institution/ banks etc. which shall be subject to the following conditions.
 - (i) The Buyer shall indemnify the Company from all consequences accruing on account of having financed the Apartment.
 - (ii) The Buyer shall be solely bound to comply the terms of the financing agency.
 - (iii) The Buyer shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed Company's payment schedule. The Buyer shall be solely responsible to ensure the disbursement of payment to the Company. Non- adherence to the payment schedule shall entail consequences as detailed herein.

- (iv) The Buyer agrees that in case the Buyer opts for a loan arrangement with any financial institution/banks, for the purchase of the Said Apartment, the conveyance of the said Apartment in favor of the Buyer shall be executed only upon the Company receiving "No Objection Certificate" from such financial institution/banks.
- (v) The Buyer before making full payment and execution of sub-lease deed/sale deed cannot assign his rights, title and interest in the flat without the prior written consent of the Company. The Company at its sole discretion may however allow transfer of the allotment before execution of sub-leases deed/ sale deed on payment of a transfer fee as per the prevailing policy of the Company.

5. The above price is firm and free of Escalation.

That the aforesaid consideration is for the total area of the said apartment, as mentioned hereinabove, commonly known as "**Total Area**". However, it is admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including easement rights and to carry out further construction in case of any change in that FAR, recreational facilities, club, swimming pool, open and covered parking's (except what has been allotted by this agreement), Basements and stilts or toilets, public amenities, shopping center, if any, and other facilities and amenities will be the sole ownership of the Company who will have the authority to charge membership for such facilities and dispose off the other assets whatever stated above.

- 5.1 The Buyer shall pay the total price of the said apartment in accordance with the payment plan opted by the allottee. In addition, Buyer shall also be liable to pay all other amounts, charges and dues as detailed in the application and in terms of allotment which shall be paid upon demand raised by the Company. The Buyer understands and agrees that the total price of the apartment and other charges are calculated on Total Area basis of the said apartment which is tentative and may vary up to 3% but the cost of the apartment will remain unchanged. Any change if becomes over and above 3%, shall be payable on pro-rata basis of the basic price. The dimensions of the Apartment are shown in meters and feet, inches which is in accordance to the metric system.
- 5.2 The Buyer has seen and accepted the plans. It has applied for the allotment of the Said Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Said Apartment and/or Said Building, floor plans and all other terms and conditions are tentative and may be liable to change, alteration, modifications, revision, addition, deletion, substitution or recast at the discretion of the Company in accordance with law and may also change due to changes/modification required by the competent authority or the architect. The Buyer hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the Said Apartment in any of the buildings and/or the height of the Said Building and the Buyer agrees not to object to the same, the aforesaid changes shall though be made subject to compliance of all applicable statutory provisions. In case the Allottee (s) has any objection to the change in plan, he may at his discretion opt to continue with the booking/allotment

or seek cancellation of the booking/allotment in which case the amount deposited by the Buyer *in to* shall be refunded without any interest.

5.3 The Buyer agrees if due to change in the layout plan/ building plan of the said complex/ said building/ apartment:

- (a) The said apartment ceases to be preferentially located then, only the amount of PLC Paid by the Buyer shall be refunded such refund shall be made/ adjusted in the last installment as stated in the payment plan opted by the allottee.
- (b) The Buyer understands that in case of change in the location of the said apartment due to change in the layout plan/building plan of the said company/ said building/said apartment or otherwise, the Buyer agrees not to raise any dispute or claim as mentioned hereinabove. The company shall construct the project in phases and shall have the discretion to alter the number of storey's, towers and further effect changes in the layout plan, without any change however in his flat, except as specified earlier., subject to compliance of statutory provisions.

6. The Buyer agrees that the common areas, facilities, undivided interest of each apartment owner in the land underneath the building together with proportionate interest in area and facilities for the apartment as decided by the company or else specified by the company in any declaration (which may be filed by the company in compliance of the act) shall be conclusive and binding on the allottee. The Buyer agrees and confirms that the allottee's rights, title and interest in the said apartment, common areas, facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the company in such declaration. The Buyer upon intimation shall be required to join the society, association of the owners of the apartment, and the Buyer agrees to pay all fees, charges thereof and complete such documentation and formalities as may be necessary by the company in its sole discretion for this purpose. The Buyer agrees that the company may in its sole discretion and for the purpose of complying with the provisions of the act or any other applicable laws can substitute the method of calculating the undivided proportionate interest in the land underneath the said building and in common areas and facility in any declaration with respect to the said apartment.

7. The Buyer agrees to pay applicable club usage charges and also fees for the exclusive facilities. The amount shall be paid as and when demanded by the company. The actual usage will be payable as per the usages and service availed by the Buyer and the Buyer will be required to sign the necessary documents for necessary membership of the club, which shall contain the detailed terms & conditions. That the club and other recreational facilities shall however be made functional, only upon completion of the various phases of the project as a whole in all respect.

7.1 The ownership of the club, recreational facilities, its equipments, buildings, required constructions, approaches thereto and rights in the land underneath shall continue to vest in the company irrespective of the fact that its management is with the company and or its nominee or third agency appointed for the purpose or with the Buyer till the handover of the possession of the Complex by the Company to the Resident Welfare Association as provided under law.

8. The Buyer agrees and undertakes that in addition to total price, the Buyer shall be liable to pay all taxes/ fees/ levies/ cess etc. which shall be charged and paid as follows:
- (a) A sum equivalent to the proportionate share to taxes shall be paid by the Buyer to the company. The proportionate share shall be the ratio of the Total Area of the said apartment to the Total Area of all the apartments and other buildings, shops, club etc., in the said complex.
 - (b) From or after the date of booking, if there are any additional levies, rates, taxes, charges, cess, trade tax, compensation or fees etc. as assessed and attributable to the Company(s) as a consequence of Government statutory or other local authority(s) order, the Buyer will be liable to pay his/her/their share of such additional levies.
 - (c) Service Tax as applicable shall be paid extra by the Buyer.

9. **CONSTRUCTION/FACILITIES OF APARTMENT**

- 9.1 The price of the Apartment mentioned in the application is inclusive of the cost of providing electric, wiring, switches in all the rooms, toilets and kitchen, ceiling lights fitting in common passages and fire fighting equipments only for common areas and services as prescribed in the existing fire fighting code/ regulation. The price of the Apartment does not include the cost of prepaid electric meter which shall be installed by the intending Buyer at his own cost, through the Company.
- 9.2 The total price includes the cost of fixtures, as mentioned in specifications. All the fixtures provided in the said apartment/complex are mainly indicative and subject to change. The Buyer further agrees and understands that the company shall have the option to choose the brand of fixtures to be installed and the Buyer shall have no right to raise any dispute or claim with regard to the brand installed by the company in the said apartment.
- 9.3 That the specification for the Apartment is shown in the specification sheet attached hereto. The Company may on its own provide additional/better specifications and/ or facilities other than mentioned in such specification sheet, or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/ individual unit. The proportionate cost of such changes shall be borne by the Buyer and shall be paid as and when demanded. The Company shall be providing internal services within the precincts of the Complex, which inter alia include (i) laying of roads (ii) laying of water lines (iii) laying of sewer lines (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external facilities or infrastructure are to be provided by the Government or the concerned Local Authority upto the periphery of the complex and the Allottees understand the same and agrees that he shall not raise any dispute of any nature at any point of time in this respect or matters in relation to it.
- 9.4 The Cost of External Electrification of the complex, which includes cost of sub-station, cost of transformers, main electrical panel and cost of cables, water connection charges and fire fighting

installation charges, shall be paid by the Buyer as already detailed in the payment schedule, as per the rates mentioned therein.

9.5 The following features constituting the basic price for the apartment shall be provided by the company.

- Installation of lift for every block,
- Installation of fire fighting arrangement at all floors.
- Installation of intercom connection for each apartment.
- Installation of requisite power back-up for running the lifts, tube well, water pump, and common service (on payment basis).
- Membership of Club.

9.6 (I) The parking space allotted to the Buyer shall be an integral part of the said apartment, which cannot be sold/dealt with, independent of the said apartment. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The Buyer agrees that such parking spaces being allotted to the individuals shall not form a part of common area of the said apartment/said building/said complex.

(II) For security reasons no car/ vehicle parking is allowed inside the Complex except those, who have reserved the car parking space. If any vehicle is found parking unauthorized, the company reserves the right to get it removed from the premises and shall not be responsible for losses or damages, if any caused thereby.

10. MAINTENANCE

10.1 The Buyer agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/ Said Building may be handed over to the Maintenance Agency. The Buyer agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas, facilities and limited areas.) and undertakes to pay the maintenance bills/ charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/ payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not the Buyer shall pay and clear all dues at the time of possession.

That (IFMS) interest free maintenance security deposit of Rs.25/-per Sq. Ft. shall be paid by the Buyer to the Company before possession. The same shall be refunded back only to the RWA at the time of handing over of maintenance services to the RWA. Further the general monthly maintenance charges of Rs.2.15 per Sq. Ft. of the Total Area shall be payable by the Buyer to the Company/

Maintenance Agency every month. The maintenance charges have been fixed in the context of the prices prevailing as on date of allotment and the same may be enhanced @ 10% every year or more as may be required so as to counter inflation, at the sole discretion of the maintenance agency/ Company.

- 10.2 All common electricity and power backup charges for running all the common services shall be paid by Buyer on pro rata basis of the Total Area in addition to the charges mentioned above.
- 10.3 The total running and maintenance costs of all other power back up systems shall be borne by the Buyer as per their usage over and above the general maintenance charges.
- 10.4 Moreover, the Company/ maintenance agency of the company will be entitled to effect disconnection of services to defaulting Buyer , that may include disconnection of water/sewer and power/power backup connections, parking facilities and debarment from usage of any or all common facilities, within the complex.
- 10.5 The Company/maintenance agency shall maintain the complex, subject to payment of maintenance charges, for a period of 24 months from the date of completion of the whole of the Complex or till the maintenance is handed over to the RWA whichever is earlier.
- 10.6 On expiry of the above said period of 24 months or at any time before or thereafter, the maintenance services of the complex shall be handed over to the RWA, only if 75 % of all the residents individually and specifically consents to the same and informs the company in writing to this effect or when the company believes that the RWA formed is capable of maintaining the Complex and the same is in the best interest of the residents and the Complex.
- 10.7 At the time of handing over of the maintenance of the complex the balance deposits of Buyer, if any, shall be transferred to the RWA only. The Company/ maintenance agency may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regards. The maintenance shall be handed over to the RWA, as per the provisions detailed in Para 10.6 above.
- 10.8 The Buyer specifically consents to sign the "Maintenance Agreement", with the company or with the agency undertaking the maintenance activity before taking over of possession, for facilitating the running of required infrastructure facilities.
- 10.9 Further, the Maintenance Agreement inter alia shall broadly contain the following
 - The Scope of maintenance.
 - The Charges pertaining to the Maintenance of common facilities and services.
 - The period, the Maintenance Agency shall maintain the common services and facilities.
 - Maintenance of fire-fighting arrangement in the complex.

- Maintenance of lifts.
 - Maintenance of centralized security of the complex.
 - Providing conservancy facilities.
 - AMC of fire-fighting equipments, lifts, water softening plant, pumps and motors, power back-up system, transformer and electricity distribution systems, CCTVs, intercom and any other common facility etc.(to be shared on pro-rata basis).
 - Running charges for power back-up (to be paid for separately)
 - Other services originally provided in the complex.
- 10.10 That the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be exclusive responsibility of the Buyer from the date of the possession. Further, the Buyer will neither himself nor permit anybody, anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit(s) etc. or violates the rules or bye-laws of the Local Authorities.
- 10.11 That it shall be incumbent on each Buyer to either jointly form or/and join an Association comprising of the Buyer of the Complex at the time of taking over of the possession.
- 10.12 That only common services shall be transferred to the RWA. The facilities like shopping areas with its approaches, recreational facilities, storage spaces, central plaza etc. shall not be handed over to the Buyer / RWA and shall be owned by the Company.
- 10.13 That the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.
- 10.14 That the Buyer will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure or for any other such kinds of requirements.
- 10.15 That, if after the expiry period of 24 months as mentioned in Para-10.5 above, it is observed by the company that the Buyer are not in a position or interested in taking over the maintenance of the common services after 24 months as stipulated, in that case company may at its sole discretion continue with the maintenance and the company reserves that right to revise the terms of the maintenance agreement. The decision of the company in this respect shall be final and binding. However it is admitted, acknowledged, agreed and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the company beyond 24 months except as stated above. However, the company if is so desires may discontinue the maintenance services even before the expiry of the said 24 months period/In such an event on month prior notice shall be served on the Buyer /RWA.

10.16 (A) That in ARIHANT AMBAR CLUB, the common recreational facilities such as gym, health club and other facilities are proposed to be provided in the Complex. Consequently, it is essential that each Buyer becomes a member for the usage of above facilities. The Buyer agrees to the same and shall pay membership fees according to the payment plan as already mentioned and other applicable charges as may be applicable.

(B) On the recreational facilities becoming functional, keeping in the view the general requirement of the members, the quantum of facilities available in the recreational facilities and other incidental factors affecting running and maintenance including fees for professionals etc. the Buyer shall pay charges as prescribed from time to time and shall also abide by the rules and regulations formulated by the company for proper management of the recreational facilities.

(C) The club shall be managed by the company and or the agency appointed by the company. The Buyer shall not interfere in the same in any manner. In all cases, the ownership of the club, its equipment, building and construction and right in the land underneath shall continue to vest in the company irrespective of the fact that its management is with the company and or its nominee or a third agency appointed for the purpose. The Buyer would be entitled to avail of the club facilities/ services as per the rules & regulations of the club.

10.17 (A) The Buyer shall pay an interest free contribution @ Rs. 15/- only per Sq. Ft. of Total Area to establish a replacement/sinking fund, at the time of possession. As and when any plant & machinery within the building or the complex including but not limited to generating sets, lifts, fire fighting arrangements, electric sub-station, pumps, or any other plant/ equipment of capital nature etc. require replacement and up gradation, the cost thereof shall be met out of the replacement/ sinking fund. In case the funds available in the said replacement/ sinking fund may not be sufficient to meet the requirement of the occasion for any such replacement, the company or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timing or cost thereof and the Buyer agrees to abide by the same. A separate account of sinking fund shall be kept and rendered/displayed on the notice board. The balance amount of sinking fund at the time of handing over of the maintenance to the Buyer shall be refunded to the respective Buyer at that time if the RWA is not formed or the RWA is not fully functional.

(B) So long as the maintenance and replacement charges are paid regularly, as provided in this present, the Buyer or anyone else lawfully claiming under him/ her shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Buyer has paid securities, it shall not be open to the Buyer to claim usage of any rights of the common facilities and that the company, in its sole discretion, shall be entitled to stop/ deny the usage of such common facilities to the Buyer. That usage of such common facilities shall be restored as soon as the breach is rectified by the Buyer. And such dues created by default of payment of maintenance charges shall create charges in favor of the company with respect to the defaulting apartment.

(C) Security arrangement is proposed to be provided in the complex. Accordingly, the company/ maintenance agency shall have the right to restrict the entry of any non-residents into the complex. The provision of such security shall not create any liability of any kind on the Company/ maintenance agency for any mishap resulting from any actions of miscreants that may have succeeded to cause circumstance unwarranted inspite of the provisions of security at the complex. The Buyer shall indemnify the Company/ maintenance agency against any losses or damages of all kinds that may be caused due to any manual/ mechanical failure of any kind after the possession of the allotted unit.

- 10.18 (A) The Buyer agrees that the company may obtain Single Point Electric connection or such other electric connection, for the whole complex from state authorities and shall enter into an arrangement of supplying power to the said complex in which the said apartment is located which shall be provided with a prepaid electric meter. The Buyer further agrees that this arrangement of being supplied the power to individual Buyer shall be provided by the company or its agent only through a separate energy distribution agreement, directly or through the company's agent. It is further agreed by the Buyer that the company shall have sole right to select the site, capacity and type of power generating and supply equipment as may be considered necessary by the company. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society/ association of apartment owners, the distribution of power/ power back up/energy system shall continue to vest with the company.

(B) It is further agreed and confirmed by the Buyer that the company shall have the right to charge tariff for providing/ supplying the power at the rate as may be fixed from time to time which any or may not be limited to the rate charged by state electricity boards/ electricity providing company. The Buyer agrees and confirms that he shall pay the amount based on the tariff to the company or its subsidiaries/ affiliates directly or through the society/ association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the company or its subsidiaries/ affiliates. The Buyer confirms and understands that such power generating or supplying equipment during its operation may cause inconvenience to the Buyer and agrees not to raise any objection in this respect or in any other matters in this respect. The Buyer shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Company or its agency. The Buyer shall not have the right to raise any dispute with regard to such arrangement either with installation of power generating equipment or payment of tariff at any time whatsoever during the period Buyer continues to be the owner/ resident of the said apartment. The clause shall survive the conveyance of the apartment or any subsequent sale/ re-sale or by way of conveyance thereof.

(C) The transformer, DG Sets, electrical panels and any other installations shall be located within the Complex. It shall be the endeavor of the Company that they are located in the best interests of the Buyer and as such, the location of the same shall be final and binding.

(D) The recreational facilities shall be provided for better living of the residents and shall be located within the Complex. It shall be endeavor of the Company that they are located in the best interest of the Buyer and as such, the location of the same shall be final and binding.

(E) The Buyer agrees that all occupants of the complex including the commercial areas or any areas other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power-back-up, sewerage, securities and house-keeping services, right of ingress and egress, usage of parking facilities, usage of allotted limited areas etc. on payment of pro-rata maintenance charges. The residents shall not interfere in their usage so long as they are paying necessary maintenance/ energy usage charges. In addition for common electricity & water charges shall be paid by them on pro rata basis, as in the case of residential Buyer. All terms of the maintenance agreement shall apply to all concerned, mutatis mutandis.

11. **POSSESSION**

- 11.1 That the possession period agreed upon is only indicative and the company may offer possession before the stipulated time period. The Buyer shall take possession of the apartment within 45 days of the written offer of possession and go for the registry. Company will give the possession only after the registration of the unit/flat. Further the Buyer shall be liable to pay holding charges, at the rate of Rs. 5/- per Sq. Ft. month of the total area 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 apartment after the expiry of the period of 45 days. The Allottees further agrees that, if the possession is not taken over even after expiry of six months the allotment shall be cancelled and the refundable amount shall be refunded by the company without any interest and thereafter, the Buyer shall have no right, lien or interest in any form whatsoever.
- 11.2 The Buyer agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Buyer shall be entitled to refund of the amounts deposited by the Allottee, without any interest or compensation whatsoever, provided the Buyer is not in breach of any of the terms of this Application/ Agreement.
- 11.3 The Buyer agrees and acknowledge that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Allottee, along with 9% interest per annum from the date of receipt of such amount and the Buyer shall have no other claim of any nature whatsoever.

- 11.4 As per terms and conditions of the Application and this Agreement subject to timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Company shall endeavor to complete the construction of the Said Apartment in **March-2019** subject to FORCE MAJEURE circumstances. However, if the Company fails to handover the possession even after the grace period by 6 (six) months, the Company would pay to the Buyer a penalty of Rs. 5/-per Sq. Ft. Per Month for the delay attributable to the inability of the company in handing over the apartment September-2019. No penalty for delay would be payable if the offer for possession is made within the grace period. Similarly if the customer fails to take the possession within 30 days from the date of issuance of the offer of possession to the Allottee, the Allottees will be liable to pay a penalty of Rs. 5/- per Sq. Ft. per Month for the delay attributable to the inability of the Buyer to takeover possession. Which both parties agree as a just and equitable estimate of the damages that the Buyer and promoter may suffer and the Buyer agrees that it shall have no other rights/ claims whatsoever, provided the Buyer is not in breach of any of the terms of this Application/ Allotment. The adjustment of such compensation shall be done at the time of execution of conveyance deed/ Sub-lease deed.
- 11.5 If the construction of the premises is delayed due to force majeure circumstances including non availability of building material, slow down strike, dispute with construction agency, delay in certain clearance/ completion certificate from statutory bodies or if non delivery thereof is as result of any notice, order, rules or notification of the government and/ or any other public or competent authority or for any other reason beyond the control of the company and in any of the unit, in such an eventuality, the company reserve the right to suspend the construction for such period as it may consider essential and in that event the Buyer shall not be entitled to claim compensation of any nature whatsoever for the period of delay/ suspension of the scheme. In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the Buyer without any interest, no damages or compensation whatsoever shall be payable.
- 11.6 The possession of the Unit shall be handed over on receipt of all the dues, documentation and on fulfillment of conditions as stipulated in the Allotment Letter, and after transfer of title as permissible in law.
- 11.7 The Buyer after taking possession of the said apartment or receiving deemed possession shall have no claim against the Company in respect of any item or work in the said apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or for any other reason whatsoever.
- 11.8 That Buyer agrees, and undertakes that He/She/They/shall/will, after taking possession or receiving deemed possession of the said apartment as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the apartment sold to the Allottee. The allottees understands that constructions thereof,

may cause inconvenience due to such ongoing construction, and hereby categorically assures that he shall not raise any dispute with respect to this matter in any forum/ court or even otherwise.

- 11.9 That Buyer agrees that in case during the course of construction and/or after the completion of the building, further construction on any portion of the plot or building or on the terrace become possible in a legal manner, the company shall have the exclusive right to take up or complete such further construction; in compliance with the applicable laws. It is agreed that in such a situation there shall be no change in the proportionate share of the allottee, in the common area and facilities and limited common areas and facilities, as originally worked out and the allottees rights shall be limited to the same and no more.
- 11.10 The Buyer agrees, and understands that the company is not giving any warranty or guarantee with regard to the equipments/ appliances installed in the said apartment. The guarantee and warranty is of the manufacturer/ supplier as per the terms & conditions mentioned in the warranty/ guaranty issued by manufacturer and supplier with regard to equipments/ appliances. At the time of taking of possession the Buyer should ensure the receipt of the guaranty/ warranty issued by manufacturer and supplier of all the equipments/ appliances etc. provided in the said apartment. Thereafter, the company/ nominated agency shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/ appliances installed in the said apartment. The company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operation defect or otherwise in the equipments/ appliances installed in the said apartment. The Buyer agrees and understands that the company shall not be responsible for operation maintenance or for any consequence thereof.
12. The Buyer hereby undertakes to abide by all laws, rules and regulation of Greater Noida Industrial Development Authority or any other designated authority from time to time or any other laws as are applicable to the said apartment from time to time.
13. That the lease deed/Sub-lease deed of the unit shall be executed in favor of the Buyer by the company after the entire payment and dues in respect of the allotment are cleared by the Buyer, along with connected expenses, charges which includes onetime Lease Rent as stipulated by Greater Noida Industrial Development Authority, cost of stamp duty for Registration of Sub Lease Deed, documentation, official fees, and all other incidental /informal expenses.
- 13.1 Till the Sub-Lease Deed is executed and registered, the Company shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the Buyer any right, 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 any apartment as a contractor of the Buyer but on the other hand Company is constructing the Complex as its owner and the sale shall be deemed to have taken place only, after the actual completion of construction/ finishing/ handing over of the Apartment and upon execution of the Sub Lease Deed. The Company shall have the first lien and

charge on the apartment for all its dues that may become due and payable by the Buyer to the Company.

- 13.2 That the physical possession of the unit will be given only after execution of the sub-lease deed. Until the sub-lease deed as permissible in law is executed & registered, the company shall continue to be the owner of the apartment. The allotment is non-transferable and does not give any right, title or interest therein even though all payment has been received by the company. The company shall have the first lien and charge on the apartment for all its dues that may become due and payable by the Buyer to the company.
- 13.3 If the Buyer fails to execute the sub-lease deed within six months from the date of dispatch of offer of possession for execution of sub-lease deed failing which the company shall have discretion to treat this application as cancelled and on such cancellation, the earnest money (hereinafter defined) along with non-refundable amounts (hereinafter defined), which is paid by the Buyer shall stand forfeited. The allottees understand and accepts that, if for any reasons, the company is not in a position to finally allot the said apartment even six months after the expiry of the date of completion, the allottees may seek to cancel the allotment of the said apartment and send a written request expressing the same to the company, upon receipt of such request the company shall refund the amounts deposited by Buyer with simple interest at the rate of 9% per annum calculated for the period such amounts have been lying with the company for which the Buyer will give notice to the company, as per above. The company shall refund such amounts within 90 days of receipt of such demand notice from the allottee. The Buyer understands that the company has no other liability of any kind except to refund this amount in any manner whatsoever.
- 13.4 The Buyer shall be liable to pay all fees, duties, expenses, costs, etc. Including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as to be mentioned in the demand letters, the Company shall have the unfettered right to cancel the allotment of the said Apartment and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Allottee, without any interest, upon realization of money from re-sale/ re-allotment to any party; if the Allottees fail to make any of the payments as per the agreed schedule of payments or if the allottees fail to make payment within the stipulated time period provided in demand letters placed, in the address provided by the allottees.
- 13.5 Subject to the other terms and conditions of this allotment letter and the application form, on and after the payment of total price, and other charges and dues as per the application/ allotment, the Buyer shall have:- (i) Exclusive ownership of the area of the said apartment, (ii) Undivided proportionate interest in the land underneath the said building calculated in the ratio of Total Area of the said apartment to the total Area of all apartments in the said building, (iii) Undivided proportionate interest and right to use common areas and facilities such as all entrances, exits, passage, lift and entrance lobbies if any, stairs and corridors, overhead and under-group water tanks,

shafts, ducts, common lawns, roads and other common infrastructural facilities for the dwelling unit, along with other apartment owners, (iv) Right to exclusive use of the allotted parking space(s), and the right of usage of common facilities is subject to observance by Buyer of covenants herein and upto date payments of all dues by the Buyer as already detailed in this agreement.

- 13.6 The Buyer agrees that Buyer shall not have any right in any, terraces, commercial premises/building, shops and their approaches etc., or independent areas, (except to the extent specifically allotted herein), if any, in the said complex. The company shall be free to dispose of the same on such terms and conditions as it may deem fit. The Buyer shall not have any right to interfere in the manner of booking, allotment and sale of terraces and/or independent areas by way of sale, transfer, lease or any other mode to any person, which the Company may deem fit in its sole discretion.
- 13.7 That in addition to the Area, the Allottee, if and as mentioned in this agreement, may get exclusive usage rights to certain area (like attached areas with Ground Floor Unit, and attached terrace with certain Upper Floor Flats). No construction, either permanent or temporary shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Buyer.
14. That subject to the rights of Buyer as already stipulated in the preceding Para's the Buyer hereby covenants with the Company that from the date of the receipt of the possession notice of the apartment or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper conditions and ensure that the structure/ safety of the Premises is in no way damaged or jeopardized. He shall neither himself nor permit or suffer anything to be done in any manner to any part of the building, the staircase, shafts and common passage, compound or anything connected with or pertaining to the building which would violate any rule or, bye-laws of the local Authority or any law for the time being in force or any rule or notification issued by the local or other authority.
15. That the Buyer agrees not to use the said apartment or permit the same to be used for purpose other than for Residential or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other apartments in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the apartment which tend to cause damage to any flooring or ceiling of any apartment over or below or adjacent to his apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
16. That the Buyer hereby agrees that he/she/they shall comply with and carry out from time to time after he have been put in possession or deemed possession of the apartment all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Development Authority, Municipal Authority, Government or any other competent Authority in respect of the said apartment and the land on which the said building is situated at his/their own cost and keep the company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by

all the Buyer in proportion to the Total built up area of their respective apartments. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Buyer to the Company and the same shall be payable on demand.

17. The Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any, and notifications or any Government directions as may be in force, permit the Buyer to get the name of his/her nominee substituted in his /her place subject to such terms and conditions and charges as the Company may impose. The Buyer shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Buyer that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/ transfer/assignment of apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/transfer/assignment of the apartment by any authority, the Company will have to comply with the same and the Buyer has specifically noted the same.
- 17.1 The goods etc, in the Apartment along with connected structural parts of building after possession shall be insured by the Buyer at his own cost. The Company after handing over the possession of the said Apartment shall in no way be responsible for safety, stability etc. of structure in any manner whatsoever or as may be, as per law. The Buyer will pay all charges towards insurance either by themselves individually or through the society collectively so formed for maintenance of the building.
- 17.2 In case of any natural calamity or any other adverse situation of any kind after possession, the Company shall in not be responsible for all or any of the losses/ damages of any kind in any manner whatsoever. The Buyer of apartment, shops, basement and stilts spaces shall however be entitled to their proportionate interest in the land underneath the said building calculated in the rate of Total Area of the said apartment to the total Area of all apartments in the said building.
18. The Company covenant with the Buyer that on the Buyer paying the dues and performing the terms of agreement and stipulations on his part herein contained shall peaceably hold and enjoy the said Apartment without any interruption by any person.
19. The work of construction and completion of the building or any other matter Incidental to this allotment letter shall not be stopped at any time during or after any arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
20. It is admitted, acknowledged and so recorded by and between the parties that the Buyer shall under no circumstances will be allowed to carry out any change whatsoever in the layouts, elevations, outer color scheme and/or enclosing the balconies, merging of any areas in the Apartment. In case of non-compliance of this provision by the Buyer the company without any formal notice shall be at

liberty to restore the original elevations and/ or outer color scheme, entirely at the cost and risks of the allottees/ non-compliance shall be treated as a cognizable offence under the relevant laws of the land and shall lead to cancellation of the sub lease deed under intimation to the Lessor, Greater Noida Industrial Development Authority. These provisions shall be applicable during the pendency of the entire lease period.

21. If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the Buyer to the Company. In case the stamp duty or other charges payable by the Buyer to the authorities 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 Buyer shall be reimbursed to the Company prior to registration.

22. **GENERAL TERMS AND CONDITIONS**

- 22.1 That, the basis of calculating the proportionate charges payable by any Buyer will be the proportion of the Total Built up Area of his unit to the total built up Area of all units affected.
- 22.2 The Buyer agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in this Allotment Letter, failing which all letters/ demand notices/ reminders by the Company shall be mailed to the address given in this Allotment Letter and deemed to have been received by the Allottee. In case of joint allottees communication sent to first name Allottee in this Allotment Letter shall be deemed to have been sent to all the Allottees. No such request for change in address, by way of any other modes, including e-mail, fax etc. shall be entertained and shall not be legally binding.
- 22.3 All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Buyer. The Company shall not be required to obtain any further proof of the delivery of a communications addressed to the Buyer.
- 22.4 The Company is not required to send reminders/notices to the Buyer in respect of the obligations of the Buyer as set out in this Application and/or the Allotment Letter and the Buyer is required to comply with all its obligations on its own.
- 22.5 That all charges payable to various departments for obtaining service connections to the residential units like water, telephone, electricity etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be separately payable by the Buyer at rates, as already detailed in this documents.
- 22.6 That the Buyer shall not use or allow being used the unit for any non-residential purpose or any activity that may cause nuisance to other Buyer in the complex or even otherwise.

- 22.7 That all natural products such as marble stones, tiles, timber and paints etc. may have variations in texture, color and behavior and surface cracks etc.
- 22.8 The Buyer agrees that in case the Buyer is an NRI or non-resident/foreign national of Indian origin/foreign nationals/foreign companies, then all remittances, acquisition/transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility on non-resident/ foreign national of Indian origin/ foreign nationals/ foreign companies to abide by the same. The Company accepts no responsibility in this regard.
- 22.9 That it is agreed by and between the parties that any legislation which is introduced shall be prospective in nature and not effecting the terms and conditions as detailed herein to which the parties are contractually bound.
- 22.10 That there shall be no waiver of the rights, available herein to the company, its assignees, nominee(s) or the Maintenance service provider, for any delay or failure by them to exercise any right, remedy, power and privilege under this agreement shall not constitute a waiver of their right or remedy of waiver of any other or previous rights of remedies or of the right thereafter to enforce each and every provision.
- 22.11 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 of the proposed Total Area in favor of one or more financial institution, and for such an act the Buyer shall not have any objection whatsoever and the consent of the Buyer shall be deemed to have been granted for the creation of such charges during the construction of the complex. Notwithstanding the foregoing, the company shall ensure to get the charge vacated over the said apartment after payment of proportionate loan amount to the bank, financial institution or body corporate, before the transfer, conveyance of the title of the unit to the Buyer.
- 22.12 The Buyer agrees that the Company shall at all time have the right to transfer ownership of the said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Buyer and the Buyer shall not raise any objection in this regard whatsoever.
- 22.13 If any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is inconsistent with the purpose of the Allotment Letter and to the extent necessary to conform to applicable law and the remaining provisions of this Allotment Letter shall remain valid and enforceable by and between the Parties herein.

- 22.14 That the headings/captions in this Allotment Letter are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Allotment Letter or the intent of any provision hereof. The true interpretation of any matter/clauses in this Allotment Letter shall be derived by reading the various clauses in the Allotment Letter as a whole and not in isolation or in parts or in terms of the captions provided.
- 22.15 That the Buyer agree that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof & the respective rights & obligation of the Buyer and the company before resorting to any other course, the matter shall be referred for adjudication under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be held at Delhi only. It is also agreed that the matter will be referred for adjudication, on the request of the allottee, to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon both the parties.
- 22.16 All the above said terms & conditions are as per prevailing rules/ orders as on the date of launch of the project on or about date of allotment. Any subsequent order or rule shall not affect any of the content as agreed upon herein above.
- 22.17 That No Obligation in Form 37(I) under Section 269 UC of the Income Tax Act, if required, for acquisition of the apartment herein shall be obtained jointly by the Parties herein. However, the Company shall render full assistance in procuring the said NO OBJECTION.
- 22.18 That in case of joint application. The Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Buyer sufficient for its record.
- 22.19 That only the competent courts alone shall have jurisdiction and adjudication of all matters arising out or in connection with this agreement.

NOTE: Please read the Allotment Letter carefully. The sole purpose of providing you this Allotment Letter for the stipulated period of time is that you get ample time to carefully read the same and understand the effect of the clauses therein. This is the original copy of the Allotment Letter. That you shall read and understand the same, clause wise and sign and return the same within 15 days of receipt of this Allotment Letter. That, it shall be deemed that you have read and understood the intent of the Articles contained herein and ensuing consequences after the signing and returning of this Allotment Letter and further that if you fail to return the signed document within the stipulated period of time it shall be deemed that you have waived your right and interest on the Apartment and thereat, the earnest money deposited along with the application letter shall be forfeited and application cancelled respectively, thereafter you shall have no right to claim whatsoever in respect to the unit or the earnest money forfeited under such circumstances.

SIGNED, EXECUTED & DELIVERED BY:
For Citycon Buildwel Private Limited

SIGNED, EXECUTED & DELIVERED BY:

(Authorized Signatory)

BUYER

CO-ALLOTTEE

WITNESSES:

1. _____

2. _____

(First Allottee)

(Second Allottee)