

Date-

Allotment letter

This stamp paper is the part of Allotment Letter of **Apartment** allotted in the name of -

Mr. _____

S/o Mr. _____

R/o- _____

Email ID:

Apartment No- D____, Block- 'D', Floor- ____Total Area- 595 sqft

In, the proposed IT/ITES Project TRINITY NX, Situated at Plot No-6A, Techzone-4, Greater Noida (W)

Dear Sir/Madam,

In response to your application dated _____ we, M/S **URBAINIA SPACES PVT LTD** a company registered under the Companies Act, 1956 having its Corporate Office at 4th Floor- C-56/5, Sector-62, Noida-201301 (hereinafter referred to as the '**Company**' which expression shall , unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) we are pleased to inform you that the unit booked by you under the aforementioned Application is hereby allotted to you, subject to the terms and conditions mentioned hereinafter

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(1 Sq. Mtr. = 10.764 Sq. Ft.)

Polyline Area- i.e. the R.C.C. Slab area of the apartment – ____ sq.ft. (____ sq. mtr) approx.

Carpet Area – ____ Sq.ft (____ sq. mtr) approx

Common Area with the apartment- ____ Sq.ft. (____ sq.mtr.) approx.

Balcony Area with the apartment- ____ Sq.ft. (____ sq.mtr.) approx

Ground Space/ Lawn Area- NIL Sq. ft. (NIL sq.mtr.) approx., as per specifications attached herewith, in proposed IT/ITES Project Known as "TRINITY NX" situated at Techzone-4, Plot No-6A, Greater Noida (w) for a Value of the unit is **Rs. _____/- (Rupees _____ Only)** + Taxes & Levies, 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. ("**Consideration**")

The Construction is likely to be completed within Sixty (60) months from the date of signing of the Allotment Letter/ sanction of plans, whichever is later + six months fit-out period.

*Note:- The Total Area comprises of the Polyline (P Line) area of the Apartment (i.e. the area of R.C.C. slab of said apartment including walls, columns, cupboard, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50% , remaining outer walls shall be computed at 100 %) and the proportionate common area of that particular block in which the apartment is situated (i.e. the area/core area comprises of main lanes, service lanes, corridors, lifts , stair cases , entrance lobby at ground and basement , overhead water tanks, machine rooms, mumty, garbage room etc.) and the proportionate common area of the project which includes Indoor sports room , club, security rooms , R.W.A room, maintenance room, common toilets at ground floor , generator room, electrical room, gas banks (if any) and the other constructed common areas which are not separately charged.

The following are not included in the Total Area:-

Underground sump, underground water tank, boundary wall of compound , septic tank, walk ways , open to sky swimming pools, open facilities, weather sheds in accessible flower beds, common open to sky terraces and void like etc. For all intents and purposes and for the purpose of terms and conditions set out in the Allotment Letter, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms:-

Applicant- means person (s) Firm/Company, applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms and conditions of the booking application form. . In case of more than one applicant the other will be considered as co-applicant prior to executing the allotment letter they will be considered as Intending Allottee/(s).

Application (Booking Application):- A request for allotment of apartment made by the person/s /firm/company on a standard format namely booking application form of the company.

Allotment Letter: - Confirmation of booking of apartment by the company and an agreement over a standard prescribed format of company which is duly executed between Company and Allottee/(s).

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

Apartment: - The dwelling unit/flat/apartment in the project which is identified by a number, that number is also identifying the floor and the block of that unit/flat/apartment. The said Apartment' shall mean the specific apartment applied for by the applicant in the said project, details of which has been set out in the Application

Apartment Act: - Real Estate (Regulation and Development) Act, 2016

Area:-

- a. **Area of Land:-**Total area of land over which the project is going to be constructed.
- b. **Total Area: -** The constructed area of the project comprising of Poly line area of the apartment and other constructed areas of common use.
- c. **Poly line Area: -** All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.
- d. **Carpet Area: -** means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit.
- e. **Common Areas and Facilities:-** Mean all facilities to be used by all the apartment , such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies , lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub- station , control panel room, installation area of transformer and DG set, guard towers , entrance and exit of the complex, water supply, treatment plants , pump house , sewerage systems and STP , EPABX system, common toilets, rain water harvesting system etc. basements, terraces, parks, play areas, open parking areas, commercial and community facilities
- f. **Independent Area: -** The areas which are not included as common area for joint use of apartment and may be sold by the company/promoter without the interference of other apartment owners.
- g. **Limited Common area and Facilities: -** Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.

Basic Cost of Apartment: - The consideration amount for sub lease of apartment inclusive of other charges which are mentioned in the Booking, Application Form and the Allotment Letter.

Company:-That is M/S URBAINIA SPACES PVT LTD a company registered under the Companies Act 1956 having its corporate office 4th Floor, C-56/5, Sector- 62, Noida-201301and its registered office is at Flat No-19, Ground Floor, Prop No.-01, Pardhan Complex, Main Road Mandawali, Delhi-110092.

Complex:- The entire project having apartment of different types and dimensions in various Blocks also have spaces for convenient shopping, and recreational facilities , club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

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

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

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

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

Payment Plans: - These are the mode of payment and schedule of payments towards the captioned booking of apartments 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 said Complex/said Building as per the payment plan to the Company or to the Maintenance Agency at prescribed rates on the Total area of the said Apartment , payable on monthly basis.

Project: - Means TRINITY NX at Plot No-6A, Situated at Techzone-4, Greater Noida (w).

RWA: - Means the Resident Welfare Association, an association of the apartment owners which shall be duly formed after providing 50% possession in the said project and the Company/ Promoter shall get the Association Registered immediately after handing over 50% of the apartment to the sub - lessee.

'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/G.S.T., cess, educational cess, G.S.T or any other taxes, charges, levies by whatever name called in connection with

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the development/ construction of the said Apartment/ said Building/ said Complex and having an impact on the cost or development of the project are to be duly shared by the allottee(s) in the project

Whereas M/s Avdesh Infotech Pvt Limited, a company incorporated under the Companies Act, 1956 and having its registered office at B-59, First Floor , Soami Nagar, New Delhi 110097 has been allotted plot No. 6A, Tech Zone – 4, Greater Noida measuring 41087 sq.mtr (10 acre approx) by the GREATER NOIDA Industrial development authority (GNIDA), a body corporate under the UP Industrial development authority Area Act 1976 on lease hold basis under the scheme code IND/IT/ITES-(2008), on lease hold basis for a period of ninety years vide Lease Deed duly registered with the Sub – Registrar, Gautam Budh Nagar, to facilitate development of IT Industries and IT enabled Services in Greater Noida , Office Space and land and social infrastructure to ensure high quality of life.

Whereas pursuant to the said allotment, M/s Avdesh Infotech Pvt Ltd has entered into a lawful arrangement with the **Company** to develop the said plot by way of construction of IT Spaces/Shops / Residential apartments as per the lease deed with GNIDA and the Company has taken over the physical possession of aforesaid Plot on 08.04.2015.

And whereas the **Company** has offered to sell Apartments /IT/ITES units of different sizes and dimensions in the proposed IT/ITES Project under the name and style of '**Trinity-NX**' situated at **Plot No. 6A Tech Zone -4, Greater Noida (West)**.

M/s Avdesh Infotech Private Ltd will execute sub-lease of the apartments /IT/ITES Spaces for the Total area in favor of the Allottee/(s).

Whereas as per the norms of GNIDA, the land will be used for IT Industries, IT enabled services, institutional, residential, open spaces, parks, play grounds; roads, public parking purposes etc. and the whole project will be developed in phases and will be utilized for construction of office space/ apartments/ community facilities/ shopping areas /clubs/recreational facilities/ storage etc.

Whereas all terms and conditions of the lease deed of the above Plot executed in favor of M/s Avdesh Infotech Pvt. Ltd and subsequently applicable to the company vide its agreement with the company shall also be applicable to the intending allottee/(s).

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE/(S) AS PER THE PAYMENT PLAN ANNEXED:

- 1) The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.
- 2) That the building plans of proposed IT/ITES Offices/ Units in Project have been duly submitted/ sanctioned by the Greater Noida Industrial Development Authority (GNIDA). The project will have IT/ITES Offices/ Units of different sizes and dimension on various floors. That 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 in respect of aforesaid project. The sanctioned drawing and plans of the project have been displayed at the site office of the project & the corporate office of the company. The show flat/apartment constructed at the site (if any) is not according to the structural drawing of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that. Also that the fitting fixture, finishing and others items of said show

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flat/apartment shall not be compared with the actual construction. The specification of actual construction are duly specified in the brochure and also forming the part of allotment letter.

Note: The request for any change in construction/specification of any type in the apartment will not be entertained.

3) That as per the layout plan it is envisaged that the apartment along with its floors shall be sold as an independent unit with importable and undivided shares in the land area underneath the plot. The undivided shares in the land shall be calculated on pro-rata basis of the Total area of the apartment. The undivided shares in the land will have the land area of block in which the apartment is situated and the land area of the common use in the project. It is clarified that only the apartment owner of the particular block will have the undivided share in the land of that block, they will also have the undivided shares in the land of areas of common use with other blocks, therefore the land of a block is confined up to the undivided share of the apartment owners of a particular block.

4) That the Allottee/(s) is/are aware of and has/have knowledge that the building plans are tentative and agree 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,

The Government/ GNIDA or any other local authority or body having jurisdiction as per the prevailing Building Byelaws of the GNIDA, the F.A.R(Floor Area Ratio) of the TRINITY NX presently is 1.87 of the IT/ITES PLOT area which comprises of certain nos. of the offices/shops/apartment/flats under current FAR of the IT/ITES PLOT. The said area is under consideration of GNIDA, for enhanced FAR, and Company shall purchase the same whenever it will be offered for purchase by the GNIDA. Also, as per the norms of the GNIDA 5% Additional FAR for green buildings is additionally permissible. Furthermore 10% of the total FAR is compoundable; accordingly the nos. of dwelling units/ office space may be increased. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace or ground coverage to achieve the enhanced FAR. That the company can make any type of change in layout/elevation /design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and upon signing this allotment and terms & conditions it shall be presumed that all time consent of the Allottee/(s) for all which has been stated herein has been obtained. That the intending allottee/(s) is/are further providing undertaking under section 10B in Form B of the UP apartment Act along with this Allotment Letter.

5) That the consideration is for the total area of the said apartment which will be sub – leased, as mentioned herein the property known as “Total Area”. That all other right excepting what have been mentioned including easement rights, unsold flat/apartments, unsold parking places, spaces for institutional and convenient shopping spaces, recreational facilities, spaces for public amenities, community halls, clubs or construction for storage etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets above, shown in the brochure / map sub lease the vacant apartment (s) or the complete Block of the apartment(s) as a whole or in part to one or more person (s)/ company(ies) institution(s) whosoever.

6) That the amenities like Road, Electricity, Sewer and water supply shall be provided by the GNIDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GNIDA/ Authority Concerned shall not be considered delay on part of the company.

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7) That the schedule of the installments opted in the application form/ mentioned in the allotment letter shall be final and binding over the Allottee/(s).

Note:-In case reissuance of allotment letter, tripartite agreement, permission to mortgage or any other document required and requested by the Allottee/(s) or bank/financial institution for any reason, the company has sole right to reissue them or reject the application of reissuance. If/Whenever they are re-issued by the Company, that shall attract a fee of Rs.25000/-every time, as administrative charges and shall be payable by the Allottee/(s).

8)That the intending allottee/(s) have to execute the maintenance agreement , parking allotment, agreement for supply of electricity, agreement for power back-up etc. with the execution of allotment. The set of all these documents are available in a printed format and soft copy, if the intending Allottee/(s) don't agree with any of the terms and conditions or the content therein, the intending Allottee/(s) can cancel the said booking and ask for refund of amount deposited without any interest before signing the Allotment Letter. If the Allotment letter has been signed by the intending Allottee/(s) and then he/she asks for refund of amount deposited, then 25% of the total cost of the apartment will be forfeited and balance amount, if any will be refunded without interest.

9) That the schedule of payment/installment is duly explained to the intending Allottee/(s) and is also mentioned herein the allotment letter. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration value and the society and other charges as specified hereto together with the applicable government taxes and levies as per the Payment Plan specified in Annexure "A" hereunder, time being of the essence. The payment on time shall be the responsibility of the intending Allottee/(s), any separate demand letter for the installment falling due is not required to be sent by the company and that shall not be claimed as a right by the intending allottee/(s) or as a duty /obligation towards the allottee by the company.

10)That the allottee & co-allottee(if any) will have equal share in the apartment and in case of death of any of them the booking 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 a loan has been availed. Similarly in a divorce case or where a dispute arises between the Allottee's, booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concerned is submitted.

11) The interest over the delayed payment shall be charged despite the dispute whatsoever stated above and shall not have any effect on the interest due on the delayed payment. In all the above said circumstance there will be a time limit of maximum up to two months there after which the company can cancel the said booking /allotment and the applicant(s)/ Allottee/(s) and allottee shall have no claim or right whatsoever except to claim for the refund of amount deposited, and in such cancellation there will be a deduction of 25% of the total cost of the apartment. For refund in an above said case, consent of both applicant /allottee shall be necessary otherwise the amount shall be refunded as shared equally between all the applicant/Allottee(s).

12)That the installment of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the payment of the due installment shall be first of all adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within 90 days of the stipulated period or in the event of breach of any of the terms & conditions of the allotment by the Allottee/(s), the allotment will be canceled and 25% of the total cost of the apartment

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will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period of fifteen days from the due date of payment and in case the delay exceeds more than fifteen days then there will be no further grace period and interest (as per RERA regulation) shall be charged from the day one. In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretion condone the delay in receipts of payment by enhancing the cost of the Apartment as per the prevailing rates or charging interest (as per RERA regulation) whichever is higher.

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 on any other reason, shall be the sole responsibility of the allottee/(s).

(b) That in case of payment by cheque/DD the date of clearance of the cheque/DD will be taken as the date of Payment. A cheque which is dishonored for any reason whatsoever, will call for administrative charges of Rs.1000/-. The allottee/(s) should note that acceptance of such payment with administrative charges is a matter of sole discretion of the Developer without prejudice to any other rights of the developer.

(c) That if the cheque submitted by the allottee/(s) along with this agreement is dishonored Developer is not under any obligation to inform the Allottee/(s) about the dishonor of the cheque or cancellation of the agreement. The agreement shall be deemed to be cancelled. However, in its sole discretion or if the need be developer shall be free to take criminal action U/s 138 of Negotiable Instrument Act at the responsibility of allottee at his/her/their cost and consequences.

13) That for any alteration /modification as the company may deem fit or as directed by any competent authority(ies), resulting in $\pm 3\%$ change in the Total area of the apartment including terrace/balconies, there will be no extra charge /claim by the company. Changes resulting in more than $\pm 3\%$ change in area will be paid for by the allottee on the complete quantum of change. Also the Allottee/(s) shall not be entitled for any refund, whatsoever for any changes in terrace/ balconies of the apartment, any time prior to and upon the possession of the apartment. The company will intimate to the allottee/(s) in writing about the changes thereof and the change in the enhanced cost of apartment if any, the allottee/(s) have to pay that amount to the company. The allottee/(s) have to give his/her /their consent or objection within 30 days from date of such notice. In case the allottee/(s) doesn't give consent and objects for such changes the allotment shall be cancelled and the company will refund the entire money received from the allottee/(s) without any deduction. No other claim of the allottee/(s) shall be considered in this regard.

It shall always be clear that any alteration /modification resulting in more than $\pm 3\%$ change in the super built –up area of the apartment , including terrace/balconies , then the demand or refund shall be applicable for the entire area eg, : for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4% area.

14) That if for any reason whether or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the Allottee/(s) will be refunded , in full ,without any interest.

15) That the company will endeavor to complete the construction of the project as early as possible. in accordance with the schedule for completion, the following can however effect the completion; regular and timely payments by the Allottee/(s) availability of building material etc. any dispute with the contractor, change of laws by government /local authorities/any court order/order of any tribunal, force majeure circumstances etc. No claim by way of damage,

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compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company. In case of such delay which is not in the control of the company, the completion schedule shall stand extended accordingly.

16) That the proposed project i.e. TRINITY NX Apartments is simultaneously a part of the IT/ITES complex TRINITY NX, which comprises of many blocks. As soon as the construction of a particular block will be completed with all the basic amenities attached to the block, the company after applying for the completion certificate of particular block to the authority concerned will offer the possession of Apartment in that block to the allottee/(s), the construction of remaining blocks will be on going and it can take further time till completion. The allottee/(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee/(s) that the completion certificate in part could also be applied for a particular block of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments .Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee/(s).

17) That the construction could be completed prior to the date given in the allotment letter in that case, the allottee/(s) shall not refuse to take possession on any ground whatsoever. , and shall do so within two months from the date of issue of the occupation certificate. The date given in the allotment letter is an assessment only and construction could be completed earlier to that as well.

18) That a written intimation for completion of Apartment will be sent to the allottee/(s) and Fit-Out-Period of Six months will commence from the date of "Offer of Possession". The said "Fit Out Period" is in order to facilitate the allottee/(s) to comply with the requisite formality viz obtaining NOC from the accounts department of the company, registration of sub lessee deed etc. The final touch i.e. installation of sanitary ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during the said Fit-Out-Period and after the registration of sub –lease of the Apartment only. After the registration of sub –lease deed the Allottee/(s) shall be considered as the sub-lessee of the apartment. The final touch will take 30 to 45days for an individual Apartment.

19) The final touch to the apartment shall be given after the registration of sub lease deed and the consent of the allottee/(s) shall be presumed that the keys of the apartment were given for the final touch. The allottee/(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee/(s). In case the allottee/(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing the final touch again. The monthly maintenance charges shall be payable by the Allottee/(s) even if the keys of the Apartment have not been taken back in the stipulated period.

20) That in case the Allottee/(s) contacts the company at a time period where the scope of 20 to 30days for final touch does not remain left , then the final touch will take the above mentioned time but monthly maintenance charges shall commence in accordance to the date given in the letter of "offer for possession".

21)That if there is delay in handing over the possession of apartment beyond six months from the proposed date of possession due to any reason(s) which were within the control of the company, the company will pay to the Allottee/(s) delayed possession charges @Rs. 5/- per sq.ft per month for super built –up area of the apartment for the delayed

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period(commencing after 6 months from the proposed date of possession , provided that all due installments from the concerned allottee/(s) were received in time as per schedule attached with this allotment letter and no grace period has been availed . Vice Versa the penalty of Rs. 5/- per sq.ft on delay in taking possession shall also be applicable to the allottee/(s) and payable by the allottee/(s) if the allottee/(s) does not process the requisite compliance as per the letter of "Offer For Possession". The said penalty shall commence from the date of expiry of fit- out period. This holding /waiting period shall have a maximum limit of 6 months, thereafter the said allotment shall be treated as cancelled and no other claim except to refund the amount without any interest and as per the terms & condition of the company shall be entailed and entertained. Further in case of bank loan the bank loan amount and balance amount will be refunded to the Allottee/(s).

22) That any delay on account of the Authority for issuance of the completion certificate shall not be considered as any delay on account of the company .The date of applying for the completion certificate shall be presumed as the date of completion, the company shall not be liable for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.

23) It is hereby agreed, understood and declared that the sub lease Deed of the apartment shall be executed and registered in the favor of allottee/(s) after the Apartment has been finally constructed at the site, after receipt of the consideration and other charges ,agreed herein and connected expenses /charges i.e. cost of stamp duty for registrations of sub lease deed/ ,registration charges/fees, miscellaneous expenses and advocate legal fees/charges, these fees and charges shall be borne and paid by the allottee/(s).

The Allottee/(s) will be responsible and liable for paying deficiency in stamp duty /penalty/interest as per the Stamp duty Act. Any deficiency of stamp duty thereon if imposed by the government /competent authority over the allotment letter, allotment of parking space and agreement of maintenance, electricity and power back-up etc shall be paid and borne by the allottee/(s).

24)That until the Sub lease Deed is executed and registered ,the allotment shall not give any right or title or interest therein to the allottee/(s) even though all the payments have been received by the company . It is further clarified that the company is not constructing the Apartment as a contractor to the allottee/(s); on the other hand company is constructing the complex on its own, as promoter, and executor of the lease deed. The company shall have first lien and charge over the Apartment for all its dues that may/become due and payable by the allottee/(s) to the company.

25) That after taking possession of the apartment, the allottee/s shall have no claim against the company in respect of any item of work which may be alleged not to have been carried out or completed in the said unit or for any reason whatsoever. All complaints as regards to quality of work , material ,pending installation ,area of Apartment or any other ground whatsoever shall be deemed to have been rectified/ removed before taking possession of the said flat by the said allottee/(s) or his/her/their authorized representative.

26)That all the taxes such as House tax ,Water tax ,Sewerage tax ,Electricity charges or any other taxes or charges shall be payable by Allottee/(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.

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27) That the Allottee/(s) after the possession shall comply with all the mandatory requirement and compliances as the Ministry of Environmental Impact Assessment (EIA) norms ,U.P. Pollution Control Board/Water Commission /any other rules and regulations of GNIDA/ local authority /State Govt./Govt of India/ any court order / order of Tribunal and of the Resident Welfare Association (as and when the RWA formed and till then prescribed by the company) and shall be responsible for all deviations , violations or breach of any other conditions of law/bye laws of rules and regulations after handing over the possession of Apartment .The Apartment shall be used for the residential purpose only.

28) That the unit Allottee understands that the reserved car parking space allotted to him/them for exclusive use shall be understood to be together with the said unit and shall not have independent legal entity detached from the said unit. That the car parking will be available inside the basement and the cars/Scooters/Two wheelers/Cycles shall be parked within the allotted parking spaces of the basement and not anywhere else in the complex. Allottee/s desirous of acquiring more parking spaces can apply for it separately. No cars/Vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserves its right to allot the un-allotted parking Spaces further in future even after handing the maintenance of the said complex to the Resident Welfare Association of the complex. The R.W.A. or sub-lease/allottee's/occupiers/tenants of the apartment shall not have any right over the un-allotted parking spaces.

In case of cancellation/ relinquishment / surrender of the unit, the allotted car parking also automatically stands cancelled.

29) That the Basement spaces as per the permissible usage can also be allotted for the further purposes like domestic storage space. The discretion of maintenance, use and applicable charges solely rests with the company.

30) That the single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Ltd. and the electricity will be distributed through separate sub-meters, to the allottee/(s) through prepaid systems. The allottee/(s) will get the Electrical connection for the capacity, as opted for him/her/them in the application and also according to all other terms and conditions as per the electricity supply agreement.

31) That the allottee/(s) can also avail power back-up facility as opted by him/her/them in this application. The allottee/(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG set) shall be subject to the prevailing rates of fuel / maintenance at the time of possession.

Note: - Any request for reducing the electricity and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application.

32) That the rates of Electricity charges will be as per the rates of State Electricity Board which includes fixed charges, unit charges and taxes. However the lines losses @8% of the unit charges will be charged extra. Power backup consumption charges will be included in the fixed charges (payable in case of non-usage of power back-up) which will be payable by the allottee/(s) along with the consumed unit charges at the rate which will be decided by the company on the basis of cost of the input like diesel/gas etc. and will increase /decrease as decided by the company along with the cost of the inputs. Details are attached with 'Electricity Supply Agreement'.

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33) That the rates of Electricity and power backup consumption charges including the fixed charges (payable in case of minimum /non-usage of electricity and power backup) payable by the allottee/(s) will be decided by the company at the time of offer of possession.

34) a. That the allottee/(s) have to pay non-refundable interest free maintenance security **(IFMS) @ Rs 25** per sq.ft of the Total area. Out of this amount, 75% amount will be kept/ used as the maintenance reserve for the complex TRINITY NX, and will be transferred to the R.W.A. of TRINITY NX at the time of handing over the maintenance to the R.W.A., remaining 25% amount will be kept /used for the maintenance of reserve of Plot No.6A, Tech Zone -4, Greater Noida (W). This amount will be transferred to the maintenance body of the said plot. That the Allottee/(s) also has/have to pay monthly maintenance charges @ *per sq.ft..Per month of the Total area of the apartment, the same shall be charged through the electricity meter. 15% of these monthly maintenance charges will be transferred to the maintenance agency of the said plot and the remaining 85% amount will be used for the maintenance of complex TRINITY NX, the said amount will be utilized for the electricity expenses ,cleaning, maintenance of lift, parks, roads ,security and other amenities falling under the common use and for the common area of the complex TRINITY NX and all other terms and conditions mentioned in the Maintenance Agreement shall be applicable.

b. That in order to provide necessary maintenance services, the developer may, upon the completion of the said complex, hand over the maintenance of the said complex to anybody corporate, companies, etc.(hereinafter referred to as "Maintenance Agency") as the developer in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the complex including other common areas, landscaping and common lawns, water bodies of the complex will be organized by the developer or its nominated Maintenance Agency from time to time depending upon the maintenance cost .The flat Allottee/(s) shall be liable to make payment of such cost to the developer or maintenance agency appointed by it. In case of failure of allottee/(s) to make payment of maintenance charges against stipulated period, he shall be liable to pay interest @of 18% per annum and nonpayment shall also disentitle the flat allottee/(s) to the enjoyment of common services including electricity, water etc.

c. That the interest free maintenance security (IFMS)deposit will be used towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the flat allottee/(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The flat allottee/(s) further agree/s to to always keep it deposit with the developer or its nominee/maintenance agency. A separate maintenance agreement between the flat allottee(s) and the developer or its nominee/maintenance agency will be signed at a later date.

d. That the company shall have the right to transfer the IFMS (interest free maintenance security) of the flat allottee/(s) to the maintenance agency as the developer may deem fit, after adjusting the outstanding maintenance bills and /or other dues of the allottee/(s) at any time upon execution of the sub –lease deed/transfer deed and there upon the developer shall stand completely be absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/ or claims , if any, of the flat allottee/(s) on account of the same.

e. That the developers shall recover one time amount, as may be fixed/determined by the developers towards the corpus of building funds. This fund shall be maintained for the maintenance and up keep of the building specially façade exterior of the building or around, boundary walls and gates. Interest accurate on such funds shall be utilized for
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maintenance and upkeep of the building. Not with standing any law, rule or notification that make come into force RWA or association of flat owners shall not have any claim or right on the purpose of building fund, it shall always be with the developers and under its control. In case any additional expense made for the purpose beyond the interest, the additional amount shall be recovered from the allottee/(s)/ purchaser. It is also made clear the builder will not be liable to renovate in case of natural calamities such as earthquakes/fire and for same expenses shall be recovered from the allottee/(s) for the purpose.

f. That the developer or maintenance agency and their representatives, employees etc., shall be permitted at all reasonable times to enter into and upon the said flat for carrying out of any repair, alterations, cleaning etc., or for any other purpose in connecting with the obligations and rights under this agreement including for connections / disconnections of the electricity and water and/ or for repairing /changing wires, gutters, pipes, drains, part structure etc. However, in case of urgency or exigency situation , the flat allottee/(s) hereby authorize the developer or the maintenance agency and their representatives, employees etc. to brake the lock , doors, windows etc. of the said flat to enter into the said flat in order to prevent any further damages/loses to the life/ property in the said flat/ building/complex and the flat allottee/(s) here by agrees that the said action of the developer of maintenance agency and their representative, employees etc., is fair and reasonable and he undertakes to not to raise any objection to such action.

* Monthly maintenance charges will be intimated at the time of offer of possession.

Note: - NOC from the company/Maintenance Agency is required for clearance of dues prior to the sale of apartment by the apartment owner; otherwise the subsequent buyer will not be allowed to transfer the said unit.

35) That if there is any Service tax, Trade tax, V.A.T., G.S.T. and additional levies, rates, taxes, charges, compensation to the farmer, cess and fees etc. as assessed and attributable towards the plot 6A, Techzone-4, G. Noida(W) as consequences of Court order/Government/GNIDA/Statutory or other local authority(ies) order/order of any Tribunal, the Allottee/(s) shall be liable to pay his/her/their proportionate share for the same. Where there is apprehension in relation to "Mr.K.Raheja" Development Corporation V/s state of Karnataka Case decided by the Honorable Supreme Court of India and any other passed in future by the Government /Statutory or other local authority(ies) that the company can be treated as contractor of the Allottee/(s) and liable to collect Trade tax and Service tax/ G.S.T. from the Allottee/(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case.

36) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said complex from the bank/financial institutions after mortgaging the land/apartment of the said complex. However, the sub lease deed in respect of Apartments in favor of Allottee/(s) will be executed and registered free from all encumbrances at the time of registration of same.

37) That the Apartment shall be used for the residential purpose only, any other purpose which may or is likely to cause public nuisance or not permissible under the law, shall not be allowed. Any type of encroachment /construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owner or association of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridor, even if particular floor/s/ adjoining spaces are occupied by the same party. Any alteration in elevation and outside color scheme of exposed walls of verandah, lounges or any other external wall or both faces of external door and windows of

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apartment, signboard, publicity, advertisement material outside the apartment or anywhere in the common areas shall not be permitted.

Any type of change inside the Apartment 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 the whole structure , therefore no change is allowed.

38) That at the time of handing over the maintenance of the complex to the R.W.A. the following will be handed over to the R.W.A, all existing lifts, corridors, passage , parks, underground and overhead water tanks, fire fighting equipment's with motors rooms, single point distribution system with all liabilities ,Gen-Sets, Security Gates with intercom, lift rooms at terrace and other areas falling under the common area.

Note: - All the un-sold spaces and area which are not falling as the part of common area shall continue to be the property of the company and all rights are reserved with the company for the said area.

39) That the contents of each Apartment along with the connected structural part of building shall be insured by the Allottee/(s) at his/her/their own cost against the fire, earthquake etc. The company after handing over the possession of the particular Apartment shall in no way be responsible for safety stability etc. of the structure. The Allottee/(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.

40) That it shall be the responsibility of intending Allottee/(s) to inform the company by Registered A/D letter or courier about subsequent changes in the address, otherwise address given in the booking application from will be used for all correspondence demand letter /notices and letter posted at the address (if change in address did not intimated) will be deemed to have been received by the intending Allottee/(s) and the company shall not be responsible for any default.

41) That in the event of any dispute whatsoever arising connected with the allotment of the said Apartment, the grievances of the consumer may be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. for amicable settlement by mediation, failing which the same shall be resolved by Arbitration. Such arbitration shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) thereof by a single arbitrator to be appointed by the Managing Director of the Company. The venue of the arbitration shall be NCR Delhi and the arbitration proceedings shall be conducted in English. The award passed by the Arbitrator will be binding on the parties. .

42) In case of NRI Allottee/s, if allottee is resident outside India , is/are solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act,1999, Reserve bank Of India act,1934 and Reserve Bank Of India Amendment act ,1997 and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the developer with such permission, approvals etc. which would enable the Developer to fulfill its obligations under this agreement. The Flat Allottee(s) hereby understand and agree that in the event of any failure on his/ their part to comply with the applicable guidelines issued by the Reserve bank of India, he shall be liable for any action under the Foreign Exchange management act, 1999 and Rules made there under as amended from time to time or any other law as maybe applicable. The Developer shall not accept any responsibility in this regard.

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43) The Allottee cannot let, sublet, re-sell or transfer the said unit till all amounts in relation to the Unit have been received by the Company and the Allottee has taken possession of the Unit. In case Allottee wishes to transfer before it has received possession, the Allottee will require to obtain the prior written approval from the company. Administrative charges as prescribed by the company from time to time, Interest (if any), due payment (if any) will be paid by the Allottee/(s) before the transfer. Any change in the name of the Allottee/(s) including addition/ deletion as registered/recorded with the Company, will be deemed as transfer for this purpose. The Administrative charges for transfer of right herein amongst family member (Husband, wife own children and real brother/sister) will be the same as the normal administrative charges for every transfer.

44) All charges, expense, stamp duty, registration fee & incidental expenses etc. towards transfer/ sub-lease deed of the said unit, at the rate, as may be applicable on the date of execution and registration of the transfer/ sub-lease deed, including documentation will be borne by the Allottee/(s) only. If the Company incurs any expenditure towards the registration of the said unit, the same shall be reimbursed by the Allottee/(s).

45) That the following Annexure(s) are annexed herewith which are also being part of this allotment letter.

- a. Payment Plan
- b. Specification

I/We have fully read and understood the terms and conditions mentioned herein above and the terms and conditions of the brochure code IND/IT/ITES-(2008) and the lease deed executed by GNIDA and subsequent authorization executed by Avdesh Infotech Pvt. Ltd in favor of the company, all shall be abided and binding over me /us. It is clear to me/us that for any change in layout my/our written consent is required as per the law, I/We hereby give consent to the company that they can make any type of change in layout/elevation /design beside alteration in open space etc. My/Our consent will be presumed as all time written consent for the same provided that such changes are being undertaken in accordance with the law.

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Annexure

Payment Plan- _____

Company Name-: Urbainia Spaces Pvt Ltd. Project: TRINITY -NX Unit No.: D-____ Floor- ____

APPLICANT:

Mr. _____

S/o Mr. _____

R/o- _____

Sr. No.	Installments No	Installment Date	Amount In %	Amount in Rs.
1				
	Total-		100%	

In Words- **Rupees** _____ **Only.**

Note: Tax & Levies will be charged extra as per prevailing rates at the time of raising demand letter

Details of Allotted Unit-

Block Name	Flat No	Floor	Type	Super Area
D	D-____	____	1BHK	595 sqft

Details of the Allottee/(s)-

Mr./Mrs./Ms. _____

S/o /W/o/D/o Mr. _____

R/o- _____

Total Consideration-

Sr. No	Particulars	Total Cost in Rupees
1	Total Unit Value	_____/-

In Words- **Rupees** _____ **Only.**The Unit Value Includes Other Charges **(PLC, IFMS, One KVA Power Backup, Lease Rent, EDC/IDC, EEC/FFC, Club Membership, One Car Parking).**

Note- Tax & Levies is not included in the unit cost and will be payable on total cost of unit as applicable from time to time. Please pay the installments after addition of Tax & Levies.

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COMPANY

ALLOTTEE/(S)

SPECIFICATIONS

FLOORING:-

- Vitrified tiles 2*2 in Drawing Room, Kitchen and Bedrooms.
- Ceramic tiles in Bathrooms and Balconies

WALLS AND CEILING FINISH:-

OBD on walls ceiling.

KITCHEN:-

- Granite working top with stainless steel sink.
- 2'-0" dado above the working top and 5'-0" from the floor level on remaining walls by ceramic tiles

TOILETS:-

- Ceramic tiles on the walls up to door level
- White Sanitary ware with EWC,CP fitting and mirrors in all toilets

DOOR & WINDOWS:-

- External doors and windows aluminum powder coated/UPVC
- Internal door-frames made of Maranti or equivalent wood
- Internal doors made of painted flush shutter
- Main entry door frame of Maranti or equivalent wood with skin moulded door shutter
- Good quality hardware fitting

ELECTRICAL:-

- Copper wire in PVC conduits with MGB Support Circuits and adequate power and light points in wall & ceiling.

Notes:

1. The colour and design of tiles and motifs can be changed without any prior notice.
2. Variation in colour and size of verified tiles/granite may occur.
3. Variation in colour in mica may occur.
4. Area in all categories of apartments may vary up to $\pm 3\%$ without any change in cost. However in case the variation is beyond $\pm 3\%$, pro rata charges are applicable.
5. The request for any change in construction /specification of any type in the apartment will not be entertained.

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AFFIDAVIT

I/We _____ do here by solemnly declare and affirm as under:-

1. I/we have been allotted Unit No **D-___** in the project **URBAINIA TRINITY NX** at **Plot No. 6A, Techzone-4, Greater Noida (West)**, Being developed by **M/s Urbainia Spaces Pvt Ltd**.
2. That the above stated Booking , was made by me to company subject to my undertaking that I shall comply with the terms and conditions as contained in the application form date _____ duly signed by me/us .
3. I/we understand that as per term of the application form, the company has right to purchase, additional FAR from the concerned authorities, (as & when it is made available) in accordance with law, over and above the existing FAR of 1.875.
4. That in the event, additional FAR is made available to the company by the concerned authorities then the company is free to purchase the same on payment of such amount as is demanded by the concerned authorities and I/we shall have no objection to the same.
5. That I/we am signing the present affidavit out of my free will and without any coercion or force.
6. That I/we have already consented by executing a letter of consent to the effect that the developer/ by building company may construct floor/units having as its own discretion in view of the enhanced FAR permitted by GNIDA from time to time.
7. That I/we understand that in view of my consent letter regarding FAR and this affidavit I/we shall have no right and entitlement to raise any issues regard FAR in any court of law criminal or civil or before any authority.

DEPONENT

VERIFICATION:

Verified at Greater Noida on this _____ that the contents of para 1 to 7 of the above affidavit are true and correct and the same have been read & explained to me in vernacular language and I have understood the contents there of . No part of it is wrong and nothing material has been concealed there from.

DEPONENT

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COMPANY

ALLOTTEE/(S)

LETTER OF CONSENT

This letter of consent is being executed at Gr. Noida on this _____. I/We _____ do hereby give my consent to the following effect-

1. Whereas, I/we am/are intending allottee / applicant in the project **Urbainia Trinity-NX** at **Plot no- 6A, Tech Zone-4, G. Noida (W)** being developed by the company **M/s Urbainia Spaces Pvt Ltd** vide application dated _____ therefore competent sign and verify this consent letter.
2. And whereas I/we have gone through the recent change in local laws and in U.P apartment ownership act & RERA which has been explained to me and I hereby give my consent to sign the revised Allotment letter as & when put up by company based on final RERA regulations.
3. Now therefore I/we hereby give my/our unequivocal and unconditional consent that the developer company may undertake the additional floor/unit on the said plot/complex over and above existing FAR to achieve a maximum of 2.5 FAR at its sole discretion and as exclusive owner thereof in view of the enhanced FAR permitted by the GNIDA, the provision of which has been marked on the layout plans and shown to me.
4. The company can carry out such addition, alteration and deletion in the layout plan, building plan, floor plan as the company may consider necessary or as directed by the competent authority while sanctioning the building plan or at any time without any objection by the intending allottee.

Declaration-

I/we declare and confirm that the consent given herein above is with full knowledge and understanding that the additional construction as may be undertaken by the developer shall have the necessary effect on issues including, the density, change in the master/ approve plans etc and I/we have no objection to the same.

Signature:

Name:

Unit No- **D-**___

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Form "B"**Undertaking by the person acquiring apartment (under section 10 (B) Of the Uttar Pradesh Apartment (promotion of construction, ownership & maintenance) Act, 2010**

Office of the competent Authority at **Urbainia Spaces Pvt. Ltd.** I/We,

Mr./Mrs./Ms. _____

S/o /W/o/D/o Mr. _____

R/o- _____

Acquired apartment no **D-___** in the property "TRINITY NX" Situated at **Plot No 6A, Techzone-4, Greater Noida (W), U.P.** By way of gift/ exchange/ purchase or otherwise or taking sub -lease of an Apartment from **M/S Urbainia Spaces Pvt. Ltd.**

I/we hereby undertake to comply with covenants, conditions and restrictions subject to which said apartment was owned by aforesaid **M/S Urbainia Spaces Pvt. Ltd.** before the date of transfer.

Further, I/we shall be subject to the provisions of The Uttar Pradesh Apartment (promotion of construction, ownership & maintenance) Act, 2010.

In presence of

- 1.
- 2.

Signature

(इस दस्तावेज़ में वर्णित सभी तथ्यों/ बातों को मुझे / हमें हिंदी में पढ़कर सुनाया व समझा दिए गया है, जिनके पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व ज़बरदस्ती के मैंने / हमने इस दस्तावेज़ पर अपने हस्ताक्षर किये हैं !)

PARTICULARS	PAGE No.
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COMPANY

ALLOTTEE/(S)

'CAR PARKING ALLOTMENT DEED'

This Deed is made at Gautam Budh Nagar on this ___Day of _____ by M/S. URBAINIA SPACES PVT.LTD. a Company incorporated under the Companies Act, 1956 having its corporate office at C-56/5, 4th floor Sec-62 Noida (U.P.) through its Authorized Signatory Mr. Sukhjot Singh Sodhi S/o Shri A. S. Sodhi hereinafter referred to as the First Party (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors, assign etc)

AND

Apartment No **D**-___ on ___ floor, Block No- **D** in the project TRINITY NX situated at Plot No.6A, TECHZONE-4, GREATER NOIDA(W) hereinafter referred to as the Second Party (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors, assign etc)

Whereas the Second Party has seen the parking of the project and after seeing the parking plan the Second Party has chosen the parking Space by himself/herself/themselves, same has been mentioned in the booking/ application form by the Second Party. The parking plan is tentative and some changes may occur due to required change in the plan and structure.

That the First party has allotted ___ parking space no.(s) - in the project TRINITY NX situated at plot no. 6A, TECHZONE-4, GREATER NOIDA(W) to the Second Party on the following terms and conditions.

(The spaces no will be finalized at the time of offer of possession and will be allotted accordingly.)

1. That if due to of any change in the plan or structure or any other change in the allotted parking space, the requested space is not available then another parking space out of the un-allotted parking spaces will be allotted to the second Party and the second party have to accept that replacement/re-allotted parking space.

The Second Party shall not raise any claim for above mentioned change/replacement/re-allotment.

2. That the Second party shall use the allocated Parking Space for parking his/her/their ___ Car only.

3. That the Second party shall not raise any temporary/permanent construction or undertake storage of any item in the parking space.

4. That the said parking space is a facility to the Second party and attached to the apartment owned by him in the complex. He / She/ they, therefore, cannot allot/sale/rent it out further to anybody else. In case said car parking space is not required by the Second party then he/she/they may surrender the same to the First Party.

5. That the said parking space is a facility to the Second Party and the Second Party has no ownership/right over it. The First Party can take back the same from the Second Party if He/ She/They use it otherwise/causing public nuisance.

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COMPANY

ALLOTTEE/(S)

6. That the Second Party will make available his/her/their Parking Space to the maintenance staff for the maintenance of the water Pipes , Main hole, Fire Fighting Pipes, Electric Cables, Water tanks etc. as and when required/asked for by them.

7. That the Second Party cannot park his/her/their Car in drive-way or any other place except the parking space allocated by the First Party.

8. That the Second Party shall be held liable in monetary terms for any damage due to any willful act or negligence caused to the structures/columns/walls/floor or any other items.

9. That this car parking allotment shall automatically run with the further sale of apartment by the apartment owner, no further issuance of fresh car parking allotment will be required to be executed.

10. That if the Second Party breaches any of the above conditions, the First party has the right to take back the aforesaid parking Spaces.

11. That in future if the Government/State Government or any other competent authority imposes stamp duty of any kind or any other tax due to this Allotment Deed then the same shall be paid and borne by the Second Party and the Second Party shall always keep the First Party indemnified for the same.

IN WITNESS WHEREOF both the parties have agreed to the terms and conditions laid down in para(1) to (11) above and signed this Deed of Allotment on the date mentioned above.

Signature of Allottee/s

CONFIRMATION

(a) That I/we have read fully understood the contents produced above in Para 01 to 11 of the Car Parking Allotment Deed.

(b) That I/we shall not be entitled to claim any change in parking space on ground of dissatisfaction of any kind/sort

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COMPANY

ALLOTTEE/(S)

Date: - _____

To,

The Director
M/s Urbainia Spaces Pvt. Ltd.
C-56/5, 4th floor sec-62 Noida-201301

Sub: Request for Maintenance of Common Services and Facilities of the Complex 'TRINITY NX' situated at Plot No. 6A, Techzone-4, Greater Noida (w).

Dear Sir,

Apartment no **D-__** on ___ floor, Block no-**D** allotted to me/us in the above said project, I/We hereby request you to take care of the Maintenance of common services and facilities of the IT/ITES complex named 'TRINITY NX' situated at Plot No. 6A, Techzone-4, Greater Noida (w).

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

It is also clear to me/us that after completing the construction of particular block with all the amenities attached to that block in which my/ our apartment is situated the possession of apartment will be offered to me/us and the maintenance will commence from the date of possession of the apartment by me/us.

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

*Cut of date for commencement of maintenance agreement will be decided at the time of offer for possession

Thanking you,

Your faithfully

Signature.....

Name(s)-

Flat/apartment No- **D-__**

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COMPANY

ALLOTTEE/(S)

'MAINTENANCE AGREEMENT'

This Agreement made at Gautam Budh Nagar, this ___ Day of _____ between M/s. URBAINIA SPACES PVT. LTD. having registered office at Flat No-19, Ground Floor, Prop No.-01, Pardhan Complex, Main Road Mandawali, Delhi-110092 through its authorized Signatory Mr. Sukhjot Singh Sodhi S/o Shri A.S. Sodhi hereinafter called COMPANY/FIRST PARTY and _____ hereinafter called the ALLOTTEE/(S)/SECOND PARTY (and after the registration of sale deed of the apartment in his/her/their favor in will be termed/read and understood as the buyer(s) of the apartment which expression shall unless it be repugnant to context or meaning of, be deemed and to include his/her/their, executors, administrators and assigns.

WHEREAS the second party has agreed to appoint the company for maintenance of the complex known as TRINITY NX situated at Plot No. 6A, Techzone-4, Greater Noida(w) and the second party is having an apartment No D-___ on ___ floor, Block- D in the said project.

AND WHEREAS the company shall do the work of maintenance of the building, operation of the services therein and the management of the common areas thereof

AND WHEREAS in pursuance of the above the First Party and the Second Party have signed this Agreement

AND WHEREAS THESE maintenance services are to support you to lead a calm, peaceful and hassle free living in your Apartment. Please do not evaluate the maintenance services with the HOTEL/Club industries, please deal with the maintenance staff gently and duly follow the advice given by them from time to time.

NOW THEREFORE THIS DEED WITNESS AND IT IS HERE BY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. That The Second Party agrees and binds himself/herself to pay to company the maintenance charges @Rs 2.00(Rupees Two Only)* per Sq. Ft. in respect of Total area of the Apartment the same shall be charged through the electricity meter. 15% of these monthly maintenance charges will be transferred to the maintenance agency of entire **TRINITY NX** Project and the remaining 85% amount will be used for the maintenance of complex TRINITY NX the said amount will be utilized for electricity, expenses, cleaning, maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the complex **TRINITY NX**. The amount will be utilized by the company inter-alia for the purposes listed in schedule-1 of this agreement and the services tax/G.S.T. at the prevailing rate shall be borne by the Second Party in addition to the above mentioned charges. The maintenance charges to be paid in advance on monthly basis. The services of club charges will be included in the maintenance charges except charges of swimming pool, gym, sauna, Jacuzzi on monthly basis & per member basis and common hall on booking basis decided at the time of operational of the club & time to time.

*Subject to change.

2. That the maintenance charges will be utilized for taking care of the purpose listed in schedule 1 of this Agreement. It is expressly agreed between both the parties that the Second Party will always pay the maintenance charges and any other such dues to the Company at their maintenance office in the **TRINITY NX** complex. The rate of maintenance and

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COMPANY

ALLOTTEE/(S)

service charges has been fixed keeping in to consideration the current price of commodities, services and electricity charges for the common lights, lifts and pumps.

3. That the rate can be raised every year up to maximum 20%. The Second Party agrees to this escalation and further agrees that the Company may suitably increase further the aforesaid rate of maintenance and services charges in the event of an increase in cost of above referred factors particularly price of diesel, staff, wages, electricity tariff etc.

4. That the Second Party agrees to pay interest at the rate of 12% p.a. to the company on the dues in arrears against him/her after the due date of payment prescribed by the company in this behalf, and if the default continues for more than a quarter, rate of interest would increase to 18% per annum.

5. That it is clarified that liability of the Government Taxes, any stamp duty, or any other Tax of the apartment and the property taxes such as House Tax, Sewer tax, Water Tax etc. is not under taken by the company in this agreement. It shall be the sole responsibility of the Second Party.

6. That it is to inform that a single point connection will be taken from the Paschimanchal Vidyut Vitran Nigam limited and this will be distributed through separate electric sub- meter as per prepaid system. All the terms and conditions of electricity supply agreement will be applicable and binding.

7. That It is agreed between the parties that the second party shall pay the electricity charges, maintenance charges, power back-up charges services charges and any other charges to the company as per prepaid system. The Second Party have to purchase coupon, which will include all the charges mentioned above on unit basis, the electric meter will be charged by inserting the code no. of above said coupon and the maintenances charges and other charges mentioned above will be automatically deducted through it as on per day basis the second party agrees that if the charges mentioned above are not paid, he/she will pay to the Company interest on the arrears, as stated above. After utilizing the entire credit limit, the electricity of the apartment will be automatically shut down, further it will be on by recharging with the above mentioned coupon only. In case the second party do not charge the electric meter and it remains off. Then whenever it will be charged the previous dues will be deduct first thereafter if any credit remains then only electricity will be restored.

8. That the minimum coupon recharge value will be Rs.1000/- and thereafter one can get recharge coupon in multiple of Rs.500/-.

9. That the capital goods e.g. Generator, Submersible pump, Motors, Lifts and their spare parts, Fire Fighting equipments, intercom System etc. are covered under warranty by the manufacturers themselves, in the event of recurring problems after the expiry of warranty period that shall be replaced from the amount of interest free maintenance security(I.F.M.S.) amount.

10. That the Second Party consents that he /she will allow the maintenance staff to enter his/her Apartment, as and when required, for cleaning/maintaining/repairing of the pipes /leakage/seepage in his/her Apartment or any other Apartment.

11. That in case of sale of Apartment, NOC from the company is required for clearance of dues. The entry to the new Apartment Buyer(s) shall not be allowed in absence of requisite NOC from the company.

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12. That in case of Apartment given on lease/rent, the Second party have to give declaration, in writing to the company that he/she has got required verification done from the police. The copies of lease/rent deed along with copy of verification report are essential to be submitted with the company at the maintenance office only the Second Party shall be responsible for the unlawful acts of their lessee/tenant.

13. That as regards to termination, the agreement can be terminated by the first party after giving notice of 60 days to the second party. The termination of the agreement can also be done by the R.W.A (Resident s welfare association) after giving prior notice of 60 days, in writing, to the first party.

14. That the maintenance will start from the date of possession. It will continue whether apartment is occupied or remained vacant or possession not taken by the second party.

15. That both the parties to this agreement agree and bind themselves that in case of any dispute arises between them in relation to this agreement, same shall be referred for arbitration to the arbitrator appointed by the company whose decision will be binding over both the parties and shall be carried out by them as the final resolution to the dispute.

16. That the aforesaid terms and condition shall be treated as running with the apartment i.e. this maintenance agreement shall also be applicable and binding over the purchaser of the apartment in case the second party has sold out their apartment. This agreement also fully binds the occupier of the apartment.

17. That the apartment Buyers(s) will be solely responsible for domestic help/servants/tenants/relatives for their identity and damage if any , caused by them to the complex or to the other apartment/ apartments etc. due to their willful act or any negligence.

18. That during the course of maintenance of the complex if any damage happens of any kind whatsoever the damage could be claimed from the insurance company only. The complex (First Party) has availed a third party insurance and all the damage will be compensated by the insurance company up to extent of insurance amount and as per the terms and conditions of the insurance policy. The company (First Party) shall not be liable for the same.

19. The vending charges of Rs. 30/- per month which comprises of all the administrative overheads incurred by the company towards the generation of coupons will also be paid by the allottee/(s). This amount may change as decided by the R.W.A or maintenance agency subsequently.

IN WITNESS WHERE OF the parties herein, have hereunder, signed on the day, Month and the Year first hereinabove mentioned.

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

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COMPANY

ALLOTTEE/(S)

SCHEDULE -1

1. Cost of electric charges for lifts, Pumps, Softening Plants, Intercoms, Lighting in Passages/Corridors and other common spaces in the building including club area.
2. Cost of the diesel, oil and repair of diesel generator.
3. Repair and maintenance of the electric wiring, under and overhead water tanks, water lines, firefighting lines and equipment etc. the company for maintenance purposes in the apartment will supply labour only. No material of any type will be provided by the company to any Allottee/(s).
4. Maintenance and repair of all the common soils and waste pipes, sewerage lines, manholes, Garbage, Suits, Intercom, Lifts etc.
5. Engagement of staff as deemed necessary by the company to render aforesaid services.
6. The cost as necessary or incidental to the maintenance and upkeep of the building and for discharge of other duties, recovery of charges etc. such other expenses as considered by the company.
7. Security of the complex.
8. Housekeeping, cleaning of lifting of garbage within the complex.
9. Maintenance of park or other land space area.
10. Maintenance of parks, replacement of cable of common areas.
11. Deployment of plumber, Electricians in flat/apartments, however no material will be supplied.

NOTE:

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

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APPLICATION FOR POWER BACK-UP

Date- _____

The Director

M/S. Urbainia Spaces Pvt. Ltd.

C-56/5 4th Floor Sector- 62 Noida- 201301**Sub: Request for power back-up facility in apartment No D-___ on ___ floor, Block No-D in the Project "TRINITY NX" situated at Plot No. 6A, Techzone-4, Greater Noida(w)****Dear Sir,**

I/we want to avail ___ KVA power back-up from the generator in above said flat/apartment and agree to pay Rs. _____ toward cost of installation of the power back-up facility. I/we further agree and abide the following terms and condition for the generator back-up:

1. That the fixed charges are Rs..... Per KVA, per month. The consumption of units per KVA per month will be allowed against said fixed charges. However units consumed over and above..... Units will be charged @... Rs..... per unit. The per unit charges are being calculated on the basis of prevailing diesel prices on today it can be changed subject to the prices of diesel at the time of possession.
2. That the..... Units per KVA, charges is fixed per month. In case lesser units are consumed than.....Units, balance Units shall not be adjusted in the succeeding month nor shall it be adjusted annually.
3. That the running charges can be increased from time to time subject to hike in diesel price or maintenance cost of the generator.
4. That the charges of power back-up shall be charged through a prepaid system and these charges in respect of consumption will automatically be deducted by the electricity supply meter, the monthly maintenance charges and the electricity charges shall also be charged through that single meter.
5. That No claim/damages shall lie against the company on account of non availability of power back-up in case of repair maintenance or non availability of fuel or any other reason beyond the control of the company.
6. That in case of theft/misuse of power back-up by the consumer it will attract the disconnection of power back-up with immediate effect and penalty and legal action in accordance to law will be initiated.

Thanking you

Dated: - _____

Your faithfully,

Signature:

Name: -

Note:

1. Request for increased /decreased / withdrawal of power back-up requirement shall not be entertained at later stage and there shall be no refund for any decreased or withdrawal of power back-up load.
2. Rupees..... per unit do not include any replacement of the Genset or other equipment of power back-up. 1KW = 0.90 KVA any rating in KVA may be converted to KW by multiplying the KVA figure with a power factor of 0.90.
3. The fixed charges have been calculated based on the present fuel rates which will be raised based on the prevailing fuel rates.

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COMPANY

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APPLICATION FOR NON –REQUIREMENT OF ADDITIONAL POWER BACK-UP

Date: - _____

The Director,
M/S. Urbainia Spaces Pvt. Ltd.
C-56/5 4th Floor Sector-62 Noida – 201301

Sub: Power back-up facility not required in residential apartment No. D-___ on ___ floor, Block-D in the Project “TRINITY NX” situated at Plot No. 6A, Techzone-4, Greater Noida (w)

Dear Sir,

I /we do not want any additional power back-up facility for above said apartment. I /we shall not claim for any additional power back-up facility for above said apartment from you and/or your nominee agency in future in any circumstances.

Thanking You

Your faithfully,

Signature:

Name-

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APPLICATION FORM FOR AN ELECTRIC CONNECTION

The Director,
M/s. Urbainia Spaces Pvt. Ltd.
C-56/5 4th Floor Sector- 62 Noida- 201301

Sub: Electric Connection of _____ KVA in Residential Apartment No. D-___ on ___ floor, Block- D in the project "TRINITY NX" situated at Plot No. 6A, Techzone-4, Greater Noida (w)

Dear Sir,

I /we want an electric connection of _____ KVA load in the above mentioned apartment.

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

Thanking You

Yours Faithfully,

Signature:

Name: -

[For Office Use Only]

Load Sanctioned:

For Apartment No D-___ on ___ floor, Block- D

Authorized Signatory

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AGREEMENT FOR SUPPLY OF ELECTRICAL ENERGY TO THE CONSUMERS

This Article of Agreement made this ___Day of _____ between **M/s. Urbainia Spaces Pvt. Ltd.** A company incorporated under the companies Act, 1956 having its registered office at Flat No-19, Ground Floor, Prop No.-01, Pardhan Complex, Main Road Mandawali, Delhi-110092 through its Authorized Signatory Mr. Sukhjot Singh Sodhi S/o Shri A. S. Sodhi hereinafter called the company which expression shall include its successors and assigns of the one part.

And

_____ hereinafter called the 'consumer' which expression shall include its successor and assigns of the second part.

That the consumer has booked an apartment no **D-___** on ___ floor, Block- **D** in the project **"TRINITY NX" Situated at Plot No. 6A, Techzone-4, Greater Noida (w)** and consumer has applied for ___ KVA load for the said apartment.

1. The company has taken a single point connection from the Paschimanchal vidyut vitran nigam Limited for the distribution of electrical energy among the occupants of the complex i.e . **"TRINITY NX"** Situated at Plot No. 6A, Techzone-4, Greater Noida (w).
2. Subject to the provisions hereinafter contained and during the continuance of the agreement, the company shall supply to the consumers at **"TRINITY NX"** situated Plot No. 6A, Techzone-4, Greater Noida (w). For electrical energy in the form of the single phase alternating current (hereinafter referred to as the contracted load) and the supply shall be made available to the consumer regularly provided always that the company shall not be responsible for damage or otherwise on account of accidental interruption or stoppage or curtailment or diminution in the supply of energy as a result of any order or direction issued by the government of Uttar Pradesh /Commission or resulting from fire, flood, tempest or any accident or from any strike or lock-out of workman or from any other cause beyond the control of the company but the company shall make every effort to restore the supply as soon as possible.
3. The consumer shall not keep connected to the company's supply system any apparatus which the company may deem to be likely to interfere with or affect injuriously to the supply of company and other consumers.
4. Any notice by the company to the consumer shall be deemed to be duly given and served, if it is addressed to the consumer and sent through email, delivered by hand at or sent by registered post to the address specified in the consumer's application or as subsequently notified to the company.
5. The company shall collect the advanced payment for the consumption of electrical energy inside the said premises based on the number of the units consumed, as indicated by the meter installed in the said premises at the rate mentioned below, the metering system would constitute of electricity energy charger, Fixed contract demand charges, Electricity duty, distribution line vend losses /Vending Charges.
6. The company has implemented the pre- payment energy metering system for all the occupants as a part of electrical distribution system. The metering system would be supported by the vending system (token generation) to be placed in the maintenance department. All charges i.e. electricity charges, power back-up and maintenance charges etc. shall be charged through this single metering system and unpaid amount will result in stoppage of electric supply to the apartment.
7. The metering system would be working on the pay as you use. You have purchase the electricity as per your requirement with the recharge value of minimum Rs..... Multiple of Rs..... in advance.

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8. The tariff implemented is the flat/apartment tariff. The components of tariff include-
- (a) Unit Charges: As per Paschimanchal vidyut vitran nigam Ltd. Prevailing rate for individual consumers (Rs..... Per unit) + Electricity duty (Rs.....Per unit) + distribution loss (.....per unit, these are the line losses based on the electricity in transformers and distribution lines.) the total per unit charges is Rs.....per unit.
- (b) Fixed contract demand charges @Rs.....Per KVA
- The above rates are subject to revision and can be increased as and when there is any change made by the Paschimanchal vidyut vitran nigam Ltd./Govt./any other authority
9. The metering system would be deducting the company maintenance charges and power back-up charges, if any from all the occupants with service tax/G.S.T. if applicable, as per the maintenance agreement on daily basis. If the flat/apartment/premises are closed for any reason and the maintenance charges are not paid regularly, then the occupants will have to clear the entire dues first along with interest, as per the maintenance agreement. Thereafter only recharge coupon will be issued for electricity purchase on making the payment for the electricity.
10. The metering system would have the facility of user configurable low credit alarm, which would get activated once it reaches below the preset limit.
11. The Metering system would have the facility of emergency Credit (Friendly credit) of Rs. 100/- for each connection thereafter the supply of electricity will be automatically stopped.
12. The vending charges of Rs.- 30 per month + service tax/G.S.T. which comprises of all the administrative overheads incurred by the Company to generate coupons.
13. The consumers will be liable for any increase in taxes applicable by the State/Central Govt. or any Local authority. Any levy such as Sale tax, Excise duty, Electricity duty, or any other charge by whatsoever name called by the Central/State Government, Paschimanchal Vidyut Vitran Nigam Limited or any other competent authority, in respect supplied to the Company shall also be paid by the Consumer.
14. The Consumer will use the electric connection for the sanctioned load and type of use (Residential/ Institutional). If the consumer is found to be misusing the residential connection of the concerned premises, in such case legal action can also be initiated or financial penalty may be imposed on the consumer. Any authorized person of the Company will be free to inspect unit installed and wiring of the flat/apartment if he is having doubt that some theft or misuse of the electricity is being done.
15. The Consumer will use the electric connection for the sanctioned load and type of use (Residential/ institutional). If the consumer is found to be misusing the residential connection for commercial activities or using the load value over and above the sanctioned load then Company has full right to stop the electricity supply/ disconnect the electric connection.
16. The consumer will be responsible for any fault/ burning of electric meter due to overload or any other reason in their premises. Any of these instruments will be replaced after making the payment of the instrument and other items going to be utilized.
17. The Company shall not be responsible for any irregular supply of electricity from the Pashimvanchal Vidyut Vitran Nigam Limited. If some load shedding by the department is done or some repair work /System maintenance is being done/for any reason beyond the control, then the Company will not be responsible for the interruption of the supply of the electricity.
18. The rules of the Pashimanchal Vidyut Vitran Nigam Limited will be equally binding on the

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Company and the Consumers equally.

19. If any dispute, differences or any other matter arise such dispute, difference shall be referred to the arbitration of the Director, M/S URBAINIA SPACES PVT LTD or the person nominated by M/S URBAINIA SPACES PVT LTD and the award/ decision of the said arbitrator shall be final & binding upon the Consumer.
20. The payment will be made by the consumer through account payee cheques only. If for any reason the cheque is dishonored then the Company have full right to charge penalty of Rs. 200/- and or to disconnect the electric connection of the defaulting Consumer.
21. The Company is not liable for any loss to the electrical gadgets in the consumer's premises due to high voltage or any other fault of the system.
22. The Agreement shall be governed by the laws of India for the time being in force and shall be subject to the jurisdiction of the high Court of judicature at Allahabad.
23. It has been agreed between the parties hereto that the expenses for providing stamp papers shall be borne by the customer.

In witness whereof the two parties hereto have executed or caused to be executed these present on the Day, Month and year first above written.

Note:

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

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SECURITY DATA

APARTMENT NUMBER : _____

NAME : _____

FATHER'S/HUSBAND'S NAME : _____

DETAILS OF FAMILY MEMBERS: _____

: _____

: _____

: _____

DETAILS OF TWO WHEELER : _____

DETAILS OF FOUR WHEELER : _____

TELEPHONE/MOBILE NO : _____

DETAILS OF PARKING ALLOTTED: _____

CONTACT NO(IF ANY EMERGENCY) _____

EMAIL ADDRESS : _____

Note:

- 1 In case of lease/Rent separate security data will be applicable of tenants.
- 2 Give two photographs of each member.

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