

ALLOTMENT LETTER

Dated:

To,

1. Mr./Ms. _____
S/D/W of _____
R/o _____

2. Mr./Ms. _____
S/D/W of _____
R/o _____

Sub: Allotment of Residential Apartment in proposed Group Housing Project, Galaxy North Avenue, situated at GC-03, Gaur City, GH-01, Sector- 4, Greater Noida (West), U.P.

Dear Sir(s)/Madam,

In response to your application we, M/s **Galaxy International Realtech Pvt. Ltd.(CIN: U45209DL2010PTC203175)** a Company registered under the Companies Act, 1956 having its Regd. Office at 26, LGF, Block-C, DDA Market, Surajmal Vihar, Delhi-110092 and Corporate Office at H-95, Sec-63, Noida, U.P. (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential Apartment No..... on Floor in Block

Total Area sq.ft. (.....sq. mtr.) approx.
Carpet Area sq.ft. (.....sq.mtr.) approx.
Terrace area.....sq.ft. (.....sq.mtr.) approx.
Ground space/Lawn area.....sq.ft. (.....sq.mtr.) approx.,

as per specifications attached herewith, in the under construction Group Housing Project known as '**Galaxy North Avenue**' situated at GC-03, Gaur City, GH-01, Sector- 4, Greater Noida for a cost of Rs...../-

(Rs.....
.....only) + GST, as assessed and attributed by the Government of India, payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Remarks for the Ground Space/Terrace Area

Builder

Allottee(s)

1 SQ.MTR = 10.764 SQ.FT.

Proposed date of Possession is 31 December 2018 + one quarter i.e. three months fit-out period

Subject to receipt of the entire sale price, extra charges , registration charges and any other charges as may be intimated by the company. Further, the possession of the unit will be given after execution of the sub lease deed in favour of the allottee(S).

Interpretation of some indicative terms-

Applicant: - Means persons (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 & conditions of the booking application form.

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 company. In case of more than one applicant the other will be considered as co-applicant prior to execute the allotment letter they will be considered as **Intending Allottee(s)**.

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

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

Apartment: - The dwelling unit /flat in the project which is identified by a number, that number is also identifying the floor and the Block of that unit/flat. "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.

Area:-

a. **Area of land:** - Total Area of land over which the project is going to be construct.

b. **Common Area and Facilities :-**

1. The entire land for the real estate Project or where the project is developed in Phases and registration under this Act is sought for a phase, the entire land for that phase;
2. The stair cases, lifts, staircase, and lift lobbies, fire escapes and common entrances and exits of buildings;
3. The common basement, terraces, parks, play areas, open areas, open parking areas and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
6. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
7. All community and commercial facilities as provided in the real estate project;
8. All other portion of the project necessary or convenient for its maintenance, safety and in common use;

c. **Total Area:** That the "Total Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, which is covered by projection and other projections whatsoever, together

Builder

Allottee(s)

with proportionate share in the Common Areas as defined hereinbefore and common facilities such as water supply arrangements, electrical supply arrangements storage tanks and installations such as power, light, sewerage, electrical sub-station, fire shafts.

- d. **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Apartment owners.
- e. **Limited Common Area and Facilities:** Those which are reserved for use of certain Apartment or Flats/Units to the exclusion of the other Apartment.
- f. **Carpet Area:** Means the Net usable floor area of apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition of the apartment;-----
-----Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and murties, 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 systems, common toilets, rain water harvesting systems etc.

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

Company/ Builder :-That is M/s Galaxy International Realtech Pvt. Ltd., a company registered under the companies act 1956 having its corporate office at H- 95, Sector-63, Noida, U.P.

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

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 have 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 lock outs, industrial dispute.
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- (f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, **court order** or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment
- (g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if

any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said 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.

Payment Plans: - These are the mode of payment 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)/owner for the maintenance and upkeep of the Said Complex/Said Building as per the maintenance agreement with the Company or to the Maintenance Agency @ prescribed rates on the Total area of the Said Apartment, payable on monthly basis.

Project: - Means Galaxy North Avenue at GC-03, Gaur City, GH-01, Sector-4, Greater Noida.

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

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, GST, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

RERA: Means The Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as applicable to Uttar Pradesh.

Whereas lease hold land for the Township measuring 503216 Sq. Mtr. has been allotted to M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. by Greater Noida Industrial Development Authority(GNIDA), a body corporate under the UP Industrial Development Area Act 1976 on lease hold basis under the scheme code RTS-01/2010(I) for development of Plot No. GH-01, Sector-4, Greater Noida vide lease deed, which was duly registered vide document No. 8016 in Book No. 1, Volume No. 6110 at page nos. 371-400 on 05-05-2010 in the office of sub Registrar, Gautam Bhudh Nagar, (U.P).

And Whereas M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. has taken over the physical possession of aforesaid plot from the "GNIDA"on 05- 05 -2010.

And Whereas as per the norms of GNIDA, the land will be used for commercial, residential, open spaces, parks, play grounds, roads, public parking purposes etc. and the whole Plot/Project will be developed in phases and will be utilized for apartments/studio apartment/communities/clubs/storage/commercial constructions etc. The said entire plot has divided in various sectors by M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. And some sectors has separately allotted to other developers, however those sectors are also the part of entire complex but the undivided proportionate share on pro-rata bases in the land of the allottee has confined over the land of a particular sector on which the duly nomenclature group housing exists therefore there will be a separate R.W.A. for the separate group housing project situated at separate sector.

And whereas the Builder i.e. M/s **Galaxy International Realtech Pvt. Ltd.** has purchased the land measuring 20000 Sq. Mtrs. Of the above said complex (GC-03) from M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd on lease hold basis vide sub lease deed, which was duly registered vide document No. 20537 in Book No.1, Volume No. 7303 at pages nos. 99-124 on 26-08-2010 in the office of Sub Registrar, Gautam Budh Nagar, (U.P.).

Builder

Allottee(s)

And whereas the Builder offered to sell Apartment of different size and dimensions in the proposed group housing complex at GC-03 ,GH-01,Gaur City,Sector-4,GNIDA under the name and style of "Galaxy North Avenue ".

The Company is authorized to execute sub-lease of the Apartments for the Total area in favour of its allottee(S) on the terms & conditions of booking application, allotment letter & Lease Deed executed in favour of company by the GNIDA.

Whereas all terms and conditions of the lease deed of the above group housing Plot executed in favour of 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 project "Galaxy North Avenue (Tower G)" has been registered under the Real Estate Regulatory Authority, Uttar Pradesh and obtained registration number i.e. UPRERAPRJ5458, and same can be verified on its Website: <http://www.up-rera.in>
- 2) That the building plans of under construction Group Housing has been duly sanctioned by the Greater Noida Industrial Development Authority (GNIDA). The Project/complex will have apartments of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parkings and spaces for public amenities, studio apartment, community, clubs, storage and commercial constructions etc.
- 3) 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 the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in according to the structural drawings 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 flat shall not be compared with the actual construction. The specifications 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.

- 4) That as per the Layout Plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with impartable and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the Total area of the apartment. The undivided share in the land will have the land area of a block in which the apartment situates and the land area of the common use in the project. It is clarified that only the apartment owner of a particular block will have the undivided share in the land of that block, they will also have the undivided share 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.

- 5) That the layout plan of the entire Project as drawn by the Company is in accordance with the approved plans and is subject to change if deemed necessary by the Company due to architectural and structural reasons or as may be required by the regulatory authorities of GNIDA. Such alternations may include change in the area of the apartment, Floor, Block, number of Apartment, location and increase/decrease in the number of car parking slots allotted to the Allottee with prior permissions of concerned authority and Two-Third Allottee(s)/Residents members at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company, shall be final and binding on the Allottee. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein or as directed by **RERA**.
- 6) That the Allottee is aware of and has acknowledge that the building plans are sanctioned by Greater Noida Industrial Development Authority and agrees to that the company may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and structural reasons, including compoundable FAR, as may be deemed necessary or may be required to be done by the Company during construction and at the time of delivery of Project. The necessary intimation of same shall be sent to Allottee for such minor changes /modifications.
- 7) As per the prevailing building bye laws of the GNIDA, the FAR (Floor Area Ratio) of the Project is presently 3.5 of the residential plot area which comprises of fixed nos. of the apartments and thereafter the company has right to purchase the additional FAR of the Residential Plot Area from GNIDA and further company may use additional 5% FAR as per the norms of the Green Building by Laws. Accordingly the numbers of the proposed Apartment and population density may be increased. Furthermore, consent to increase in permissible FAR the company shall have exclusive right to construct additional floors within such permissible FAR with prior written consent of 2/3rd allottees at time of seeking approval for such additional FAR.
- 8) That the consideration is for the total area of the said apartment which will be sub-lease, as mentioned herein the property known as "Total Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats/apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, studio apartment, community, clubs, storage and commercial constructions 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 whatever states above. That the dimensions shown in the brochure, map or any other document has been calculated on unplaster brick wall to brick wall bases. The Company can 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.
- 9) That the amenities like Road, Electricity, Sewer and water supply same 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 the delay on part of the company.
- 10) That the schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).

Builder

Allottee(s)

Note: In case reissuance of allotment letter is required and requested by the allottee(s) or bank/financial institution that shall attract a fee of Rs. 10000/- plus taxes as applicable as administrative charges and shall be payable by the allottee(s).

- 11) That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee/allottee(s), any separate demand letter for the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee/allottee(s) or a duty/obligations towards the company.
- 12) That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member accompanying him/her.
- 13) The Allottee(s) shall permit the company or its nominated agency or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the company/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
- 14) 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 availed a loan. Similarly in a divorce case or where a dispute arises between the allottees booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern.
The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 10 % of the basic cost of the apartment. For the refund in an above said cases as stated above, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee.
- 15) That the installments 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. In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s), the allotment will be canceled and 10% of the basic cost of the apartment 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 for the delay of fifteen days from the due date of payment and in case the delay exceeds for more then fifteen days then there will be no grace period and interest @ 12% per annum shall be charged from the day one. In the eventuality of a prolonged delay where the cancelation could not be made by an omission or any other reason, in exceptional circumstances the company

may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 12% per annum whichever is higher.

- 16) That any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ changes in the Total area of the Apartment, there will be no extra charge/claim or refund by the company as well as by the Allottee. However any major alternation / modification resulting more than $\pm 3\%$ in Total area of the Apartment, any time prior to and upon the possession of the Apartment, the company will intimate to the Allottee in writing about the changes thereof and the change in the enhanced cost of Apartment, the Allottee has to pay that amount to the company or vice versa. The Allottee has to give his consent or objection within 30 days from date of such notice. In case the Allottee does not give consent and objection for such change the allotment shall be cancelled and the company will refund the entire money received from the Allottee without any deduction and interest. No other claim of the Allottee shall be considered in this regard.

It shall always be clear that any alteration / modification resulting more than $\pm 3\%$ change in the Total area of the Apartment 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.

- 17) That if for any reason, 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.
- 18) That the construction of the project is likely to be completed as early as possible, the following can affect to that ,regular and timely payments by the allottee(s) availability of building material etc., farmer interruptions, change of laws by Government/ local authorities/any court order/force major circumstances etc. No claim by way of damage, 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.
- 19) That the proposed project i.e. Galaxy North Avenue is compressing of many Blocks, as soon as the construction of particular Block will be completed with all the basic amenities attached to that Block, the company after applying for the completion certificate of particular Block to the authority concerned will offer the possession of the apartment in that Block to the allottee(s), the construction of remaining Blocks will be on going, it can take further time till to the completion, the allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and 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).
- 20) That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever the date given

in the allotment letter is an assessment only and construction could be completed earlier to that.

- 21) That a written intimation for completion of apartment will be sent to the allottee(s) and a Fit-Out-Period of one quarter will commence from the date of "Offer For Possession". The said "Fit Out Period" is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub lease 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 said Fit-Out- Period and after the registration of sub lease deed of the apartment only. After the registration of sub-lease deed the allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- 22) 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 again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even then the keys of the apartment were not been taken back.
- 23) That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left , then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter 'offer for possession.
- 24) That if there is delay in handing over the possession of apartment by the company to the allottee(s) 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 penalty interest @12 % P.A. for the period of delay only. In case allottee(s) fail to take possession of apartment within "Fit-out-Period" he/she/they will be charged penalty interest as holding charges @ 12 % P.A. for the period of delay from date of expiry of "Fit-out-Period".

This holding/waiting period shall have a limit maximum of 2 months thereafter the said allotment shall be treated as cancelled without any further notice and no other claim except to refund of amount without any interest after forfeiting amount equivalent to 10% cost of apartment as per the terms & condition of the company shall be entitled and entertained. Further in case of Bank loan the due amount will refund to the bank and balance amount will be refund to the allottee(s).
- 25) 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 the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
- 26) That there will be defect liability period of Five (5) years from the date of "issuance of completion certificate/occupancy certificate". The defect liability shall be limited to the Structural defect only,

however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. The Company shall rectify such defects within a period of thirty (30) days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the Company shall co-operate with the Allottee to sort out the issues.

- 27) It is hereby agreed understood and declared that the Sub lease Deed/Registry of the apartment shall be executed and registered in favor of allottee(s) after the apartment has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub lease Deed/ Registry, registration charges,/fees, miscellaneous expenses and Advocate's legal fees/charges, these fee 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 Act. And if any stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
- 28) That until a Sub lease Deed is executed and registered, the company shall continue to be owner of the apartment, and 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 an apartment as a contractor to the allottee(s) on the other hand company is constructing the complex as its own as a promoter, the sub lease will be affected after the actual construction/finishing of the apartment and by way of an executed sub 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.
- 29) That after taking possession of apartment, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of apartment or any other ground whatsoever.
- 30) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
- 31) That the allottee(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Gov./ Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment. The apartment shall be used for the residential purpose.
- 32) That the car parking will be available inside the complex, as per the type opted by the allottee(s)

in the Application Form .The cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee(s). One car parking, either Open or Covered, is mandatory. No car/ vehicle is allowed inside the complex except those who have allotted the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces. However One Car Parking will be given by the company free of cost.

- 33) That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces, services etc.
- 34) That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in the application (minimum 5 KVA). All expenses towards installation of electric meter and other connected charges will be borne by the intending allottee(s).
- 35) 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 at the time of possession. However _____ KVA power Backup will be given by the Company free of cost.

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

- 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 banks/financial institutions after mortgaging the land/apartment of the said complex. However, the sub lease deed in respect of apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.
- 37) That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.
- 38) That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company.

- 39) That the allottee(s) has/have to pay non-refundable interest free maintenance security (IFMS) to the company @ Rs. 25/- per sq.ft. to the Builder. Out of this Rs. 25/- sqft of the Total area 75% i.e. Rs. 18.75/- sq .ft. will be kept/used/transferred to the maintenance agency/body of the Complex which will maintain the common services of the Group Housing Complex and balance 25% i.e. Rs 6.25 per sq. ft. will be kept/used/transferred to the city level maintenance agency body which will maintain the common services of the Township i.e. Gaur City.

That the allottee(s) also has/have to pay Monthly Maintenance charges @ Rs. 2.15 /- per sq.ft. Per month of the total area to the company or to the nominated agency by the company, 15 % of which will be for city level maintenance services payable to the builder/nominee of the builder for facility management of township and the same shall be charged through the electricity meter. The said amount will be utilized for electricity expenses, cleaning, and maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the complex Galaxy North Avenue.

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.

- 40) That the apartment shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any were 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 whole the structure therefore no change is allowed.

- 41) That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area.

Note:- All the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the company and all right are reserved with the company for the said areas.

- 42) That the contents of each apartment along with the connected structural part of the 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 a 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.

- 43) That the Carbon Credit Benefit arisen, if any, can be redeemed by the Company.

- 44) That it shall be the responsibility of intending allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address did not intimate) will be deemed to have been receiving by the intending allottee(s)/allottee(s) and the company shall not be responsible for any default.
- 45) That in the event of any dispute whatsoever arising connected with the allotment of the said apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India, The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment. Log on to CREDAI (NCR) at www.credaincr.org
- 46) In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- 47) That the following Annexures are annexed herewith which are also being the part of this allotment letter.
- a) Payment Plan
 - b)

I/we have fully read and under stood the terms and conditions mentioned herein above and the terms and conditions of the scheme brochure code RTS-01/2010(I) and the lease deed executed in favor of the company by the GNIDA, all shall be abide 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 given consent to that the company can make any type of change in layout/elevation/design etc. My/our consent will be presumed as all-time written consent for the same.

For **Galaxy International Realtech Pvt. Ltd.**

Authorized Signatory

Signature(s) of the Allottee(s)

Witnesses:

1.

2.

Builder

Allottee(s)

SPECIFICATIONS

STRUCTURE

- Earthquake resistant RCC framed structure certified by IIT.

EXTERNAL FINISH

- Excellent weather proof finish in pleasant shades.

FLOORING:

- Vitrified tiles in Drawing Room, Kitchen and Bedrooms
- Ceramic tiles in Bathrooms and the Balconies
- Wood Finished vitrified tiles in master bedroom.

WALLS AND CEILING FINISH

- Finished walls & ceiling with OBD in pleasing shades.
- One wall in master bedroom duly textured finished.

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
- Individual RO unit for drinking water

TOILETS:

- Ceramic tiles on walls up to door level
- White sanitary ware with EWC, CP fittings and washbasin in all toilets
- Provision for hot and cold water system.

DOORS & WINDOWS:

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

ELECTRICAL:

- Copper wire in PVC conduits with MCB supported circuits and adequate number of points and light points in wall & ceiling

WATER SUPPLY

- Under ground and overhead water tanks with pumps for 24 hrs uninterrupted water supply.

TV & TELEPHONE:

- One landline connection having intercom facilities
- Provision for DTH Connection

NOTES:

1. *The Colour and design of tiles and motifs can be changed without any prior notice.*
2. *Variation in colour and size of vitrified 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*

Builder

Allottee(s)