

“Legal Disclaimer: All contents of this document with respect to flat/unit of Arihant Arden Project are subject to The Real estate (Regulation and Development) Act 2016, rules framed there under and implementation thereof.”

Dated: _____

ALLOTMENT LETTER

To,

Name of First Allottee	Mr. _____ S/o. _____
Address	_____
Name of Second Allottee	Mrs. _____ W/o. Mr. _____
Address	_____

Sub.: **Allotment of Residential Apartment in the proposed Group Housing Complex known as “ARIHANT ARDEN” in the Residential Complex On Plot No. : GH-7A, Sector – 1, GREATER NOIDA.**

Dear Sir(s) / Madam,

This has reference to your application dated _____ for the allotment of a finished residential apartment in the proposed Group Housing Residential Complex known as “**ARIHANT ARDEN**” to be constructed on **Plot No. : GH-07A, Sector – 1, GREATER NOIDA** (hereinafter referred to as said ‘Complex’). In response to your application we, M/s **ARIHANT INFRA REALTORS PVT. LTD.**, a company registered under the Companies Act, 1956 having its Regd. Office at **601, 6th Floor, Plot No. 17, Sachdeva Tower, Community Centre, Karkardooma, Delhi.** (hereinafter referred to as the “company” which expression shall, unless 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 a residential Apartment no. ____ – ____ on ____th Floor having Carpet Areas _____ sq.mtr.(_____ sq.ft), Built up Area _____ sq.mtr (_____ sq.ft) and Total Area Approx. _____sq.mtr (_____ sq.ft) alongwith **One** number covered parking space as per specifications attached herein, in the Group Housing Residential Complex known as “**ARIHANT ARDEN**” (hereinafter referred as the ‘Apartment’) basic cost of **Rs. _____** as per Payment Plan opted by the Allottee which is inclusive of parking rights, membership for recreational facilities but exclusive of other charges as mentioned hereinafter.

Allottee(s)

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Authorized Signatory/Director

WHEREAS the company M/s **ARIHANT INFRA REALTORS PVT. LTD.** has taken over physical possession of the plot **GH-07A** on **12/10/10** from **Greater Noida Industrial Development Authority** (A body corporate constituted under Section -3 read with 2(d) of the U.P. Industrial Area Development Act 1976) on lease hold basis under Scheme **BRS -02 / 2010** after executing the lease deed dated **12/10/10** and got it registered with Sub-Registrar, **Sadar, Gautam Budh Nagar (U.P.)** on **12/10/10** Vide **A.D. Book No. 1** Volume No. **7437** from pages **315** to **372** and bearing document No. **22063**.

AND WHEREAS the Said Land/ Said Complex is free from all encumbrances/ mortgages/ liens/ charges other than the following

Lien of Greater Noida Industrial Development Authority (GNIDA), on the said land, against deferred payments due to the Authority towards lease premium and other dues in accordance with the lease deed executed between the GNIDA and the Company, from whom the requisite Permission to Mortgage (PTM) has been received.

Lien of **HDFC Ltd.** from whom Project loan has been obtained for the purpose of development and construction of the complex, in respect of which a separate NOC has already been obtained for the purposes of the allotment of the specific apartment.

AND WHEREAS the Company hereby making full and true disclosure in writing in compliance of Section -4 of the Uttar Pradesh Apartment (promotion of construction, ownership and maintenance) Act, 2010 in respect of its Group Housing Residential Complex "**ARIHANT ARDEN**", Plot No. **GH-07A, Sector -1, Greater Noida, Uttar Pradesh**, hereinafter called "the project".

- a) The details of built-up area forming part of the apartment are :-
Carpet area of the flat / apartment, areas under walls, half area of partition walls, full areas of balconies, cupboards projections, full areas of the terrace, if any on the same floor, attached exclusively with the apartment, and other projections.
- b) The details of common areas forming part of the apartment are:-
All facilities to be used by the apartment owners, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformers and DG sets, guard room, guard towers, entrance and exit of the complex, water supply and treatment plants, pump houses, sewerage system and STP, EPABX system, common toilets, rain water harvesting system space, architectural features etc.
- c) The Total Area comprises of built-up area as defined above and pro-rata interest in the common area and facilities as described under the common area.
- d) Limited common areas and facilities for the use of designated apartments / flats to the exclusion of other apartments are :-
All areas which have been declared but not included as common areas for joint use of apartment allottees and can be sold by the promoter without the interference of other apartment allottees, such as commercial / shopping plazas, schools, medical facilities, if any, recreational facilities, open parkings, covered parkings, both in stilts and basements, all areas of basements and stilt other than those allotted as parkings, and all other facilities / areas not covered in the calculation of the Total Area as detailed above.

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

The allottee has read and understood the terms & conditions of this Allotment and agreeable to the same. The allottee acknowledges that the Company has provided all the information and clarifications as sought by the Allottee. The Allottee has also relied on his / her own judgment and conducted inquiry before deciding to purchase the said Apartment.

The allottee has applied for allotment of the said apartment and is fully aware of limitations, restrictions and obligations of the company in relation to and in connection with the development / construction of the said Apartment / said building /said Complex and has also satisfied himself about status / title / interest / rights of the company over the land on which the said Apartment / said building /said Complex is being developed / constructed and has understood all the constraints of the company in respect thereof. The allottee confirms that no further inquiry in this regard is required by the allottee. The Allottee understands that the final allotment of the Said Apartment is entirely at the discretion of the Company.

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

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

Allottee(s)

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Authorized Signatory/Director

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

AND WHEREAS as per the Layout Plan it is envisaged that the Dwelling Units / Apartment / Flat on all Floors shall be sold as an independent Dwelling Unit with impartible and undivided share, in the land area underneath the block together with proportionate interest in all entrances, exits, passages, lift and entrance lobbies if any, stairs and corridors, overhead and under-ground water tanks, shafts, ducts, common lawns, roads and other common infrastructural facilities for the Dwelling Unit(s) to be used jointly by all the Allottee(s) in the manner hereinafter mentioned and further, the Allottee(s) shall not be permitted to carry out any construction on the Terrace / Terraces. However, the company in case of any change in the FAR have the right to explore the terrace / terraces to carry out construction of further apartments in the eventuality of such change in the FAR without any objection whatsoever from the Allottee(s). And as such for all times the terrace rights shall exclusively belong to the company, unless explicitly allotted otherwise.

AND WHEREAS the Allottee(s) is / are aware of and has / have knowledge that the building plans are tentative and the company may make such changes, modifications, alterations and additions, therein as may be deemed necessary or required to be done by the builder, the govt./ development authority or any local authority, without any specific consent of allottee / allottees.

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

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

AND WHEREAS after fully satisfying himself / herself / themselves, the Allottee(s) agrees to acquire from the Company an apartment number ____ - ____ (Block – ____) on ____th Floor having Carpet Areas _____ sq.mtr.(_____ sq.ft), Built up Area _____ sq.mtr (_____ sq.ft) and Total Area Approx. _____ sq.mtr (_____ sq.ft) alongwith _____ number covered parking space (usage rights) proposed to be constructed on aforesaid plot admeasuring 39400.00 sq. meters.

AND WHEREAS the Company has offered the allotment to the Allottee(s) an apartment bearing No. ____ - ____ (Block – ____) on ____th Floor in the said group housing project to be constructed on the said land having Total Area measuring Carpet Areas _____ sq.mtr.(_____ sq.ft), Built up Area _____ sq.mtr (_____ sq.ft) and Total Area Approx. _____ sq.mtr (_____ sq.ft) with impartible and undivided proportionate share, in the land area underneath his block (hereinafter referred to as the said Dwelling Units / Apartment / Flat.) together with proportionate interest in the common area and other common infrastructural facilities for the dwelling unit(s).

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

1 (A) The SALE consideration shall be **Rs.** _____

(B) (I) That out of the above said consideration of the dwelling unit the Allottee(s) has / have paid a sum of **Rs.** _____

(II) That the balance amount of **Rs** _____ shall be paid by the Allottee(s) as per Schedule of Payment mentioned below:

	<u>Schedule of Payment mentioned below :</u>	<u>Amount in Rs..</u>
A)	At the time offer of Possession (on or before _____ 2018)	_____

The cost of Additional Charges mentioned below

Payment Plan for Additional Items :

Power Back-Up Charges @ Rs.20,000 per KVA	__ KVA	_____
Lease Rent @ Rs. 60/- sqft		_____
External Electrification Charges & Fire Fighting Charges @ Rs. 40/- sqft		_____
IFMS @ Rs. 20/- sqft		Rs. _____
Sinking Fund @ Rs. 10/- sqft		Rs. _____
IGL Security		Rs. _____
IGL Installation		Rs. _____
FTTH		Rs. _____
Electric Meter Charges @8,000/- Per KW	5 KW	Rs. _____
Legal Charges		Rs. _____
Water & Sewerage Connection Charges		Rs. _____
Processing Fees for Sub-Lease Paid to GNIDA		Rs. _____
Iron Gate		Rs. _____
	Total :	Rs. _____

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

SCHEDULE OF PAYMENT FOR ADDITIONAL / OPTIONAL ITEMS AS PER BASIC COST PLAN.

(a) On or Before Offer of Possession Rs. _____

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

2.0 (a) **As per RERA Laws, the Allotment Letter/Agreement is to be registered with the sub registrar by paying stamp duty charges as & when applicable. The stamp duty charges & registration fees will be payable by the Allottee.**

2.0 (b) The allottee agrees that times is the essence in respect of all payments to be paid by the allottee including the total price and all other amounts, charges, dues as mentioned in the application / allotment agreement. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee(s) to make the payment on or before the due dates.

2.1 The Allottee agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable amount in case of non fulfillment / breach of the terms and conditions of the Application and the Agreement herein including withdrawal of the Application, and also in the event of the failure by the Allottee to sign and execute with the Company the sub-lease deed / sale deed by the Date of Completion of the Project by the Company. Upon which the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to resell and / or deal with the Said Apartment in any manner whatsoever. The amount (s), if any, paid over and above, the Earnest Money, any amount paid by the financing bodies and any Non Refundable amounts would be refunded to the Allottee by the Company only after realizing such amounts from resale of the Said Apartment but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Allottee to the Company. If the amount deposited / paid by the Allottee is less than the Earnest Money and Non-Refundable Amounts then the Allottee agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

Allottee(s)

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Authorized Signatory/Director

- 2.2 Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Allottee in not making payments within the stipulated time, on the condition(s) that the Allottee shall pay to the Company interest, which shall be charged after the due date **@ rate of SBI MCLR+2% per annum** or such other rate of interest as decided by the Company. In any case, delay in payment / installment shall not be condoned beyond a period of 45 days.
- 2.3 The Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee.
- 2.4 If at any time Allottee(s) desires for cancellation of the allotment, it may be agreed subject to forfeiting 10% of the Basic Price of the Apartment and deducting the payments made to financing bodies for loan(s) of the subject unit. The remaining balance amount, if any, shall be refunded without any interest subject to realizing such amounts from sale of the said Apartment.
- 3.0 The Allottee(s) in order to pay for the consideration of the Apartment may have it financed from his / her employer or financial institution / banks etc. which shall be subject to the following conditions:
- (i) The Allottee shall indemnify the Company from all consequences accruing on account of having financed the Apartment.
 - (ii) The Allottee shall be solely bound to comply the terms of the financing agency.
 - (iii) The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed Company's payment schedule. The Allottee(s) shall be solely responsible to ensure the disbursement of payment to the Company. Non- adherence to the payment schedule shall entail consequences as detailed herein.
 - (iv) The Allottee agrees that in case the Allottee opts for a loan arrangement with any financial institution / banks, for the purchase of the Said Apartment, the conveyance of the said Apartment in favour of the Allottee shall be executed only upon the Company receiving "No Objection Certificate" from such financial institution / banks.
 - (v) The Allottee before making full payment and execution of sub-lease deed / sale deed cannot assign his rights, titles and interest in the flat without the prior written consent of the COMPANY. The Company at its sole discretion may however allow transfer of the allotment before execution of sub-leases deed / sale deed on payment of a transfer fee of Rs.100/- Per Sq.ft.of the unit Total Area only after 95% payment of the total cost of the unit has been paid to the Company.

4.0 The above price is firm and free of Escalation.

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

- 4.1 The Allottee shall pay the total price of the said apartment in accordance with the payment plan opted by the allottee. In addition, allottee shall also be liable to pay all other amounts, charges and dues as detailed in the application and in terms of allotment which shall be paid upon demand raised by the Company. The allottee understands and agrees that the total price of the apartment and other charges are calculated on Total Area basis of the said apartment which is tentative and may vary upto 3% but the cost of the apartment will remain unchanged. Any change over and above 3% thereof, shall be payable on pro-rata basis of the basic price. The dimensions of the Apartment are shown in meters, feet, inches which is in accordance to the metric system.
- 4.2 (a) The Allottee has seen and accepted the plans. It has applied for the allotment of the Said Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Said Apartment and / or Said Building, floor plans and all other terms and conditions are tentative and are liable to change, alterations, modifications, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes / modification required by the competent authority. The Allottee hereby agrees that the Company is fully entitled to increase / change in the number of floors or the location of the Said Apartment in any of the buildings and / or the height of the Said Building and the Allottee shall have no right to object to the same.

- 4.2 (b) The Allottee(s) further hereby agree and undertake that he/she/they shall have no-objection to the change in layout plan and the building plan of ARIHANT ARDEN caused due to the change in circumstances and that the Company may at its option get the earlier proposed/sanctioned plan revised or sanctioned a fresh so as to explore and use the additional FAR, increase the height of tower, increase in number of units, construction of podium in accordance with plan sanctioned by the competent authorities as per the applicable by-laws, rules, regulation and policies. The Allottee(s) hereby agree to give their consent to the change in the plans as may be sanctioned/revised by the competent authority.
- 4.3 The Allottee agrees if due to change in the layout plan / building plan of the said complex / said building / said apartment:
- (a) The said apartment seizes to be preferentially located then only the amount of PLC, paid by the allottee shall be refunded without any interest and such refund shall be made / adjusted in the last installment as stated in the payment plan opted by the allottee.
 - (b) The allottee understands that in case of change in the location of the said apartment due to change in the layout plan / building plan of the said complex / said building / said apartment or otherwise, the allottee shall have no other right or claim as mentioned hereinabove. The company shall construct the project in phases and shall have the discretion to alter the number of storeys, towers and further effect changes in the layout plan, without any change however in his flat, except as specified earlier.
- 5.0 The allottee agrees that the common areas, facilities, undivided interest of each apartment owner in the land underneath the building together with proportionate interest in area and facilities for the apartment as decided by the company or else specified by the company in any declaration (which may be filed by the company in compliance of the act) shall be conclusive and binding on the allottee. The allottee agrees and confirms that the allottee's rights, title and interest in the said apartment, common areas, facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the company in such declaration. The allottee shall be required to join the society, association of the owners of the apartment, and the allottee agrees to pay all fees, charges thereof and complete such documentation and formalities as may be necessary by the company in its sole discretion for this purpose. The allottee agrees that the company may in its sole discretion and for the purpose of complying with the provisions of the act or any other applicable laws can substitute the method of calculating the undivided proportionate interest in the land underneath the said building and in common areas and facility in any declaration with respect to the said apartment.
- 6.0 The Allottee agrees to pay applicable club usage charges and also fees for the exclusive facilities. The amount shall be paid as and when demanded by the company. The actual usage will be payable as per the usages and service availed by the Allottee and the Allottee will be required to sign the necessary documents for necessary membership of the club, which shall contain the detailed terms & conditions. That the club and other recreational facilities shall however be made functional, only upon completion of the various phases of the project as a whole in all respects.
- 6.1 The ownership of the club, recreational facilities, its equipments, buildings, required constructions, approaches thereto and rights in the land underneath shall continue to vest in the company irrespective of the fact that its management is with the company and or its nominee or third agency appointed for the purpose or with the allottee,
- 7.0 The Allottee agrees and undertakes that in addition to total price, the allottee shall be liable to pay all taxes / fees / levies / cess etc. which shall be charged and paid as follows:
- (a) A sum equivalent to the proportionate share of taxes shall be paid by the allottee to the company. The proportionate share shall be the ratio of the Total Area of the said apartment to the total Total Area of all the apartments, other buildings, shops, club etc., in the said complex.
 - (b) If After 31st March, 2010, there are any additional levies, rates, taxes, Charges, cess, trade tax, compensation or fees etc. as assessed and attributable to the Company(s) as a consequence of Government statutory or other local authority(s) order, the allottee(s) will be liable to pay his / her / their share of such additional levies.
 - (c) The company shall periodically intimate the allottee, on the basis of certificate from a chartered engineer and / or a chartered accountant, the amount payable as stated above which shall be final and binding on the allottee and the allottee shall make payment of such amount within 30 (thirty) days of such intimation.
 - (d) Service Tax as applicable shall be paid extra by the allottees.

8.0 CONSTRUCTION / FACILITIES OF FLATS:

- 8.1** The price of the flat mentioned in this application is inclusive of the cost of providing electric wiring, switches in all the rooms, toilets and kitchen, ceiling lights fitting in common passages and fire fighting equipments only for common areas and services as prescribed in the existing fire fighting code / regulation. The price of the flats does not include the cost of prepaid electric meter which shall be got installed by the intending allottee at his / her own cost, through the Company.
- 8.2** The total price includes the cost of fixtures, as mentioned in specifications. All the fixtures provided in the said apartment / complex are mainly indicative and subject to change. The allottee further agrees and understands that the company shall have the option to choose the brand of fixtures to be installed and the allottee shall have no right to raise any dispute or claim with regard to the brand installed by the company in the said apartment.
- 8.3** That the specifications for the Apartment are shown in the specification sheet attached hereto. The Company may on its own provide additional / better specifications and / or facilities other than those mentioned in such specifications sheet, or sale brochures or due to technical reasons or due to popular demand or for reasons of overall betterment of the complex / individual unit. The proportionate cost of such changes will be borne by the Allottee(s) and shall be paid as and when demanded. No specific consent from the individual allottee shall be taken for any such changes. The Company shall be providing internal services within the precincts of the Complex, which inter alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines, (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external or peripheral services such as water, sewer, sewerage disposal, storm water drains, road, solid waste disposal and horticulture are to be provided by the Government or the concerned Local Authority upto the periphery of the complex.
- 8.4** The Cost of External Electrification of the complex, which includes cost of sub-station, cost of transformers, main electrical panel and cost of cables, water connection charges and fire fighting installation charges shall be paid by the allottee(s) as already detailed in the payment schedule, as per the rates mentioned therein.
- 8.5** The following features constituting the basic price for the apartment shall be provided by the company.
- **Installation of lift for every block.**
 - **Installation of fire fighting arrangement at all floors (on payment basis).**
 - **Installation of Intercom connection for each apartment.**
 - **Installation of mud cleaner plant for water supply.**
 - **Installation of requisite power back-up for running the lifts, tube well, water pump, and common services (on payment basis).**
 - **Installation of power back-up (on payment basis).**
 - **Membership of Arden Club.**

Additional features available on payment:

- The Company at its discretion may construct servant rooms (or dormitories) and storage spaces within the complex for desired Allottee(s). The consideration cost of these spaces will be charged extra.
 - Wooden cupboards in the apartment on extra cost.
- 8.6(I)** The Allottee understand that it is compulsory to purchase at least one parking space for each apartment. The parking space allotted to the allottee shall be an integral part of the said apartment which cannot be sold / dealt with, independent of the said apartment. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The allottee agrees that such parking spaces being allotted to the individuals shall not form a part of common area of the said apartment / said building / said complex.
- (II) For security reasons no car / vehicle parking is allowed inside the Complex except those, who have reserved the car parking space. If any vehicle is found parked unauthorizedly the company reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.

9.0 MAINTENANCE

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

That an interest free maintenance security deposit of Rs.20/- per Sq.ft shall be paid by the Allottee to the Company before possession. The same shall be refunded back only to the allottees at the time of handing over of maintenance services to the allottees. Further the general monthly maintenance charges of Rs.1.25/- per Sq.ft of the Total Area shall be payable by the Allottee to the Company / Maintenance Agency every month. The maintenance charges have been fixed in the context of the prices prevailing as on 31.03.2010 and the same shall be enhanced @ 15% every year.

- 9.2 All common electricity and power backup charges for running all the common services shall be paid by allottee(s) on pro rata basis of the Total Area in addition to the charges mentioned above.
- 9.3 The total running and maintenance costs of all other power back up systems shall be borne by the Allottee(s) as per their usage over and above the general maintenance charges.
- 9.4 Moreover, the Company / maintenance agency of the company will be entitled to effect disconnection of services to defaulting Allottee(s), that may include disconnection of water / sewer and power / power backup connections, parking facilities and debarment from usage of any or all common facilities, within the complex.
- 9.5 The Company / maintenance agency shall maintain the complex, subject to payment of maintenance charges, for a maximum period of twenty four months in advance from the date of completion of the whole of the Complex or till the maintenance is handed over to the Allottee(s) whichever is earlier.
- 9.6 On expiry of the above said period of 24 months period or at any time before or thereafter, the maintenance services of the complex shall be handed over to the residents, only if 75% of all the residents individually and specifically consents to the same and informs the company in writing to this effect.
- 9.7 At the time of handing over of the maintenance of the complex to the allottee/s, the balance deposits, if any, shall be transferred to the respective allottee/s only. The Company / maintenance agency may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regards. The maintenance shall be handed over to the residents, as per the provisions detailed in para 9.6 above.
- 9.8 The Allottee(s) specifically consents sign the "Maintenance Agreement", with the company or with the agency undertaking the maintenance activity before taking over of possession, for facilitating the running of required infrastructure facilities.
- 9.9 Further, the Maintenance Agreement inter alia shall broadly contain the following :
- The Scope of maintenance.
 - The Charges pertaining to the Maintenance of common facilities and services.
 - The period, the Maintenance Agency shall maintain the common services and facilities
 - Maintenance of fire-fighting arrangement in the complex.
 - Maintenance of lifts.
 - Maintenance of centralized security of the complex.
 - Providing conservancy facilities
 - AMC of fire-fighting equipments, lifts, water softening plant, pumps and motors, power back-up system, transformer and electricity distribution systems, CCTVs, Intercom and any other common facility etc.(to be shared on pro-rata basis).
 - Running charges for power back-up (to be paid for separately)
 - Other services originally provided in the complex.
- 9.10 THAT the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities.

- 9.11 THAT it shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) of the Complex at the time of taking over of the possession.
- 9.12 THAT only common services shall be transferred to the Allottee(s). The facilities like shopping areas with its approaches, recreational facilities, storage spaces, central plaza etc. shall not be handed over to the Allottee(s) and will be owned by the Company.
- 9.13 THAT the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.
- 9.14 THAT the Allottee(s) will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
- 9.15 THAT if before the expiry period of 24 months as mentioned in Para-9.1 above, it observed by the company that the allottee(s) are not in a position or interested in taking over the maintenance of the common services after 24 months as stipulated, in that case company may at its sole discretion continue with the maintenance and the company reserves the right to revise the terms of the maintenance agreement. The decision of the company in this respect shall be final and binding. However it is admitted acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the company beyond 24 months except as stated above. However, the company if it so desires may discontinue the maintenance services even before the expiry of the said 24 months period. In such an event one month prior notice shall be served on the allottee(s).
- 9.16(A) That in the Arden Club, common recreational facilities such as gym, health club and other facilities are proposed to be provided in the Complex. Consequently, it is essential that each Allottee(s) becomes a member for the usage of above facilities. The Allottee(s) agrees to the same and shall pay membership fees according to the payment plan as already mentioned.
- (B) On the recreational facilities becoming functional, keeping in the view the general requirement of the members, the quantum of facilities available in the recreational facilities and other incidental factors affecting running and maintenance including fees for professionals etc. the allottee(s) shall pay charges as prescribed from time to time and also to abide the rules and regulations formulated by the company for proper management of the recreational facilities.
- (C) The club shall be managed by the company and or the agency appointed by the company. The Allottee(s) shall not interfere in the same in any manner. In all cases, the ownership of the club, its equipment, building and construction and right in the land underneath shall continue to vest in the company irrespective of the fact that its management is with the company and or its nominee or a third agency appointed for the purpose. The Allottee(s) would be entitled to avail of the club facilities / services as per the rules & regulations of the club.
- 9.17 (A) The allottee shall pay an interest free contribution @ Rs. Ten only sq.ft. of Total Area to establish a replacement / sinking fund, at the time of possession. As and when any plant & machinery within the building or the complex including but not limited to generating sets, lifts, fire fighting arrangements, electric sub-station, pumps, or any other plant / equipment of capital nature etc. require replacement and up gradation, the cost thereof shall be met out of the replacement / sinking fund. In case the funds available in the said replacement / sinking fund may not be sufficient to meet the requirement of the occasion for any such replacement, the company or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timing or cost thereof and the allottee agrees to abide by the same. A separate account of sinking fund shall be kept and rendered / displayed on the notice board. The balance amount of sinking fund at the time of handing over of the maintenance to the Allottee(s) shall be refunded to the respective Allottee(s) at that time.
- (B) So long as the maintenance and replacement charges are paid regularly, as provided in these present, the Allottee(s) or anyone else lawfully claiming under him / her, shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Allottee(s) has paid securities, it shall not be open to the allottee to claim usage of any rights of the common facilities and that the company, in its sole discretion, shall be entitled to stop / deny the usage of such common facilities to the Allottee(s). The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee(s).
- (C) Security arrangement is proposed to be provided in the complex. Accordingly, the company / maintenance agency shall have a free hand to restrict the entry of outside persons into the complex. The provision of such security would not create any liability of any kind on the Company / maintenance agency for any mishap resulting at the hands of any miscreants. The Allottee(s) indemnifies the Company / maintenance agency against any losses or damages of all kinds that may be caused due to any manual / mechanical failure of any kind after the possession of the allotted unit.

- 9.18 (A) The Allottee agrees that the company may obtain Single Point Electric connection for the whole complex from state authorities and shall enter into an arrangement of supplying power to the said complex in which the said apartment is located which shall be provided with a prepaid electric meter. The Allottee further agrees that this arrangement of being supplied the power to individual allottee shall be provided by the company or its agent only through a separate energy distribution agreement, directly or through the company's agent. It is further agreed by the allottee that the company shall have sole right to select the site, capacity and type of power generating and supply equipment as may be considered necessary by the company. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society / association of apartment owners, the distribution of power / power back up / energy system shall continue to vest with the company.
- (B) It is further agreed and confirmed by the allottee that the company shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time which may or may not be limited to the rate charged by state electricity boards. The Allottee agrees and confirms that he / she pay the amount based on the tariff to the company or its subsidiaries / affiliates directly or through the society / association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the company or its subsidiaries / affiliates. The allottee confirms and understands that such power generating or supplying equipment may during its operation cause inconvenience to the allottee and the allottee shall have no objection for the same. The allottee shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Company or its agency. The allottee shall not have to the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period allottee continues to be the owner of the said apartment. The clause shall survive the conveyance of the apartment or any subsequent sale / re-sale or conveyancing thereof.
- (C) The transformer, DG Sets, electrical panels and any other installations shall be located within the Complex. It shall be endeavour of the Company that they are located in the best interests of the Allottee(s) and as such the location of the same shall be final and binding.
- (D) The recreational facilities shall be located within the Complex. It shall be endeavour of the Company that they are located in the best interest of the Allottee(s) and as such, the location of the same shall be final and binding.
- (E) The Allottee(s) agrees that all occupants of the complex including the commercial areas or any areas other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power-back-up, sewerage, securities and house-keeping services, right of ingress and outgress, usage of parking facilities, usage of allotted limited areas etc. on payment of pro-rata maintenance charges. The residents shall not interfere in their usage so long as they are paying necessary maintenance / energy usage charges. In addition for common electricity & water charges shall be paid by them on pro rata basis, as in the case of residential allottee(s). All terms of the maintenance agreement shall apply to all concerned mutatis mutandis.

10. POSSESSION

- 10.1 That the possession period agreed upon is only indicative and the company may offer possession before that date. The Allottee(s) has to take possession of the apartment within 45 days of the written offer of possession from the company failing which the apartment shall lie at the risk and cost of the Allottee(s). Further the allottee shall be liable to pay holding charges, at the rate of Rs. 5.00 per sq.ft / month of the Total Area in addition to his proportionate share of all the other charges, to the company for the period of delay in taking over actual possession of the apartment after the expiry of the said period of 45 days.
- 10.2 The Allottee agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate / alter / vary the terms and conditions of this Application / Agreement and in case of termination, the Allottee shall be entitled to refund of the amounts deposited by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Application / Agreement.
- 10.3 The Allottee agrees and acknowledge that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventually, the liability of the Company shall be limited only to refund the amount received from the Allottee, alongwith 8% interest per annum from the date of receipt of such amount and the Allottee shall have no other claim of any nature whatsoever.

- 10.4 As per terms and conditions of the Application and this Agreement subject to timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application / Agreement, the Company shall handover the unit within 45 days of execution of sub lease deed. If the customer fails to take the possession within 45 days from the date of issuance of the Final Demand Notice to the Allottee the apartment shall lie at the risk & cost of the allottee.
- 10.5 If the construction of the premises is delayed due to force majeure circumstances including non availability of building material, slow down strike, dispute with construction agency, delay in certain clearance / completion certificate from statutory bodies or if non delivery thereof is as result of any notice, order, rules or notification of the government and / or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid events, the company shall be entitled to a reasonable corresponding extension of the time for delivery of the unit, in such an eventuality, the company reserve the right to suspend the scheme for such period as it may consider essential and in that event the allottee(s) shall not be entitled to claim compensation of any nature whatsoever for the period of delay / suspension of the scheme. In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the allottee(s) without any interest, no damages or compensation whatsoever shall be payable.
- 10.6 The possession of the Unit shall be handed over on receipt of all the dues, documentation and on fulfillment of conditions as stipulated in the agreement of sale, and after transfer of title as permissible in law.
- 10.7 The Allottee(s) after taking possession of the said apartment or receiving deemed possession shall have no claim against the Company in respect of any item or work in the said apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or for any other reason whatsoever.
- 10.8 That the Allottee(s) agrees, and undertakes that he / she / they shall, after taking possession or receiving deemed possession of the said apartment as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the apartment sold to the Allottee.
- 10.9 That Allottee(s) agrees that in case during the course of construction and / or after the completion of the building, further construction on any portion of the plot or building or on the terrace becomes possible, the company shall have the exclusive right to take up or complete such further construction as belongings to the company notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the allottee, in the common area and facilities and limited common areas and facilities, as originally worked out.
- 10.10 The Allottee(s) agrees, and understands that the company is not giving any warranty or guarantee with regard to the equipments / appliances installed in the said apartment. The guarantee and warrantee is of the manufacturer / supplier as per the terms & conditions mentioned in the warranty / guaranty issued by manufacturer and supplier with regard to equipments / appliances. At the time of taking of possession the allottee should ensure the receipt of the guaranty / warranty issued by manufacturer and supplier of all the equipments / appliances etc. provided in the said apartment. Thereafter, the company / nominated agency shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments / appliances installed in the said apartment. The company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operation defect or otherwise in the equipments / appliances installed in the said apartment. The allottee agrees and understands that the company shall not be responsible for operation maintenance or for any consequence thereof.
- 11.0 The Allottee(s) hereby undertakes to abide to all laws, rules and regulations of GNIDA / any other designated authority from time to time or any other laws as are applicable to the said apartment from time to time.
- 12.0 THAT the lease deed / sub-lease deed of the unit shall be got executed in favour of the Allottee(s) by the Company after the entire payment and dues in respect of the allotment are cleared by the Allottee(s), along with connected expenses, charges which includes one time Lease Rent as stipulated by GNIDA, cost of stamp duty for Registration of Sub Lease Deed, documentation, official fees, and all other incidental / informal expenses.
- 12.1 Until a Sub-Lease Deed is executed and registered, the Company shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the allottee(s) any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing any apartment as a contractor of the allottee(s) but on the other hand Company is constructing the Complex as its owner and the sale shall be deemed to have taken place only, after the actual completion of construction / finishing / handing over of the Apartment and upon execution of the Sub Lease Deed. The Company shall have the first lien and charge on the apartment for all its dues that may become due and payable by the allottee(s) to the Company.
- 12.2 THAT the physical possession of the unit will be given only after execution of the sub-lease deed. Until the sub-lease deed as permissible in law is executed & registered, the company shall continue to be the owner of the apartment. The allotment is non-transferable and does not give any rights, title or interest therein even though all payment have been received by the company. The company shall have the first lien and charge on the apartment for all its dues that may become due and payable by the allottee(s) to the company.

- 12.3** If the allottee fails to execute the sub-lease deed within six months from the date of dispatch of offer of possession for execution of sub-lease deed failing which the company shall have discretion to treat this application as cancelled and on such cancellation, the earnest money (hereinafter defined) alongwith non-refundable amounts (hereinafter defined), which is paid by the allottee shall stand forfeited. The allottee understand if for any reasons, the company is not in a position to finally allot the said apartment by the date of completion, the company shall refund the amounts deposited by allottee with simple interest at the rate of 8% per annum calculated for the period such amounts have been lying with the company for which the allottee will give notice to the company, as per above. The company shall refund such amounts within 30 days of receipt of such demand notice from the allottee. The allottee understands that the company has no other liability of any kind except to refund this amount.
- 12.4** The Allottee shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement / conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Allottee, without any interest, upon realization of money from re-sale / re-allotment to any other party, provided that the Allottee is not in breach of any terms of this Application / Allotment.
- 12.5** Subject to the other terms and conditions of this application / allotment, on and after the payment of total price, and other charges and dues as per the application / allotment, the allottee shall have : - (i) Exclusive ownership of the area of the said apartment, (ii) Undivided proportionate interest in the land underneath the said building calculated in the ratio of Total Area of the said apartment to the total Total Area of all apartments in the said building, (iii) Undivided proportionate interest and right to use common areas and facilities such as all entrances, exits, passage, lift and entrance lobbies if any, stairs and corridors, overhead and under-ground water tanks, shafts, ducts, common lawns, roads and other common infrastructural facilities for the dwelling unit, alongwith other apartment owners, (iv) Right to exclusive use of the allotted parking space(s), and the right of usage of common facilities is subject to observance by Allottee(s) of covenants herein and upto date payments of all dues by the allottee(s) as already detailed in this agreement.
- 12.6** The allottee agrees that allottee shall not have any right in any, terraces, commercial premises / building, shops and their approaches etc., community centres, club etc., (except to the extent specifically allotted), if any, in the said complex. The company shall be free to dispose off the same on such terms and conditions as it may deem fit. The allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale of terraces, commercial premises / buildings with its approaches, club etc. or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and / or any local bodies which the company may deem fit in its sole discretion.
- 12.7** THAT in addition to the Area, the Allottee, if and as mentioned in this agreement, may get exclusive usage rights to certain area (like attached areas with Ground Floor Unit, and attached terrace with certain Upper Floor Flats). No construction, either permanent or temporary shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Allottee/s.
- 13.0** That subject to the rights of Allottee(s) as already stipulated in the preceding paras the Allottee(s) hereby covenants with the Company that from the date of the receipt of the possession notice of the apartment or the date of receiving deemed possession, as provided herein before, he / she / they shall, at his / her / their own cost, keep the said apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper conditions and ensure that the structure / safety of the Premises is in no way damaged or jeopardized. He shall neither himself do nor permit or suffer anything to be done in any manner to any part of the building, the staircase, shafts and common passage, compound or anything connected with or pertaining to the building which would violate any rule or, bye-laws of the GREATER NOIDA Authority or any law for the time being in force or any rule or notification issued by the local or other authority.
- 14.0** THAT the Allottee(s) agrees not to use the said apartment or permit the same to be used for purpose other than for Residential or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other apartments in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the apartment which tend to cause damage to any flooring or ceiling of any apartment over or below or adjacent to his apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
- 15.0** THAT the Allottee(s) hereby agrees that he / she / they shall comply with and carry out from time to time after he / she / they has / have been put in possession or deemed possession of the apartments, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Development Authority, Municipal Authority , Government or any other competent Authority in respect of the said apartment and the land on which the said Building is situated at his / their own cost and keep the company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by all the Allottee(s) in proportion to the super built up area of their respective apartments. Any taxes levies or charges

coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee(s) to the Company and the same shall be payable on demand.

- 16.0 The Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any, and notifications or any Government directions as may be in force, permit the Allottee to get the name of his / her nominee substituted in his / her place subject to such terms and conditions and charges as the Company may impose. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer / assignment of apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination / transfer / assignment of the apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
- 16.1 The goods etc., in the flat space along with connected structural parts of building after possession shall be got insured by the Allottee(s) at his own cost. The Company after handing over of the possession of the said flat space shall in no way be responsible for safety, stability etc. of structure in any manner whatsoever. The Allottee(s) will pay all charges towards insurance either by themselves individually or through the society collectively so formed for maintenance of the building.
- 16.2 In case of any natural calamity or any other adverse situation of any kind after possession, the COMPANY shall in no way be responsible for all or any of the losses / damages of any kind. The Allottee(s) of apartment, shops, basement and stilts spaces shall however be entitled to their proportionate interest in the land underneath the said building calculated in the ratio of Total Area of the said apartment to the total Total Area of all apartments in the said building.
- 17.0 The COMPANY covenant with the Allottee that on the Allottee/s paying the dues and performing the terms of agreement and stipulations on his / her / their part herein contained shall peaceably hold and enjoy the said flat / space without any interruption by any person.
- 18.0 The work of construction and completion of the building or any other matter incidental to this allotment agreement shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
- 19.0 It is admitted, acknowledged and so recorded by and between the parties that the allottee(s) shall under no circumstances will be allowed to carry out any change whatsoever in the layouts, elevations, outer colour scheme and / or enclosing the balconies, merging of any areas in the flat. In case of non-compliance of this provision by the allottee(s) the company without any formal notice shall be at liberty to restore the original elevations and / or outer colour scheme, entirely at the cost and risks of the allottee/s non-compliance shall be treated as a cognizable offence under the relevant loss of the land and shall lead to cancellation of the sub lease deed under intimation to the lessor, i.e Greater Noida Development Authority. These provisions shall be applicable during the pendency of the entire lease period.
- 20.0 If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the Allottee(s) to the Company. In case the stamp duty or other charges payable by the Allottee(s) to the authorities at the time of registration is discounted due to reason of prior payment of some / all charges by the company, such discount availed by the Allottee(s) shall be reimbursed to the Company prior to registration.

GENERAL TERMS AND CONDITIONS

1. THAT the basis of calculating the proportionate charges payable by any Allottee(s) will be the proportion of the super built up area of his unit to the total super built up area of all units affected.
2. The Allottee agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Allottee. In case of joint allottees communication sent to first name Allottee in this Application shall be deemed to have been sent to all allottees. No such request for change in address, by way of any other modes, including e-mail, fax etc. shall not be entertained and shall not be legally binding.
3. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee(s). The Company shall not be required to obtain any further proof of the delivery of a communications addressed to the allottee(s)
4. The Company is not required to send reminders / notices to the Allottee in respect of the obligations of the Allottee as set out in this Application and / or the Agreement and the Allottee is required to comply with all its obligations on its own.
5. THAT all charges payable to various departments for obtaining service connections to the residential units like water, telephone, electricity, Gas Connection optical fiber fitting etc. including security deposits for sanction and release of

such connections as well as informal charges pertaining thereto will be separately payable by the Allottee(s) at rates, as already detailed in this document.

6. THAT the Allottee(s) shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other Allottee(s) in the complex.
7. THAT all natural products such as marble stones, tiles, timber and paints etc. may have variations in texture, colour and behavior and surface cracks etc.
8. The Allottee agrees that in case the Allottee is an NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies, then all remittances, acquisition / transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.
9. That it is agreed by & between the parties that any legislation which is introduced shall be prospective in nature and not effecting the terms and conditions as detailed herein to which the parties are contractually bound.
10. THAT there shall be no waiver of the rights, available herein to the company, its assignees, nominee(s) or the Maintenance service provider, for any delay or failure by them to exercise any right, remedy, power and privilege under this agreement shall not constitute a waiver of their right or remedy or waiver of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.
11. THAT the company shall have the right to raise finance from any bank / financial institution / body corporate and for this purpose create equitable mortgage against the construction of the proposed Total Area in favour of one or more financial institution, and for such an act the allottee(s) shall not have any objection whatsoever and the consent of the allottee(s) shall be deemed to have been granted for the creation of such charge during the construction of the complex. Notwithstanding the foregoing, the company shall ensure to get the charge vacated over the said apartment after payment of proportionate loan amount to the bank, financial institution or body corporate, before the transfer, conveyance of the title of the unit to the allottee(s).
12. The Allottee(s) agrees that The Company shall at all times have the right to transfer ownership of the said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objection in this regard whatsoever.
13. If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonable inconsistent with the purpose of the agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.
14. THAT the headings / captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter / clauses in this Agreement shall be derived by reading the various clauses in the Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
15. THAT the allottee agree that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof & the respective rights & obligation of the allottee and the company before resorting to any other course, the matter shall be referred for adjudication under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be held at Delhi only. It is also agreed that the matter will be referred for adjudication, on the request of the allottee, to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon both the parties.
16. THAT the amounts paid by the Allottee(s) to the company to the extent of 10% percent of the Basic price of the Unit, (which constitute the earnest money) and the payments made to financing bodies / Allottee(s) for loans repaid against this unit shall be forfeited in case of non-fulfillment of terms of allotment.

17. All the above said terms & conditions are as per prevailing rules / orders as on the date of launch of the project on or about dated 21/05/2010. Any subsequent order or rule shall not effect any of the content as agreed upon herein above.
18. THAT No Objection in Form 37(I) under Section 269 UC of the Income Tax Act, if required, for acquisition of the apartment herein shall be obtained jointly by the Parties herein. However, the Company shall render full assistance in procuring the said NO OBJECTION.
19. THAT in case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.
20. THAT for all intents and purposes, singular includes plural and masculine includes feminine.
21. THAT only the competent courts alone shall have jurisdiction and adjudication of all matters arising out or in connection with this agreement.

Witnesses :

S.No	Name	Signature
1.		
2.		

Executed At: **601, 6th Floor, Plot No. 17,
Sachdeva Tower, Community Centre,
Karkardooma, Delhi**

FOR ARIHANT INFERRA REALTORS PVT LTD