

Before: _____

We came to know that some model allotment letter (agreement to sell) will be provided by the Authority constituted under Real Estate Regulatory Authority (RERA) like being provided in some other states, the same is under preparation in the state of Uttar Pradesh, as and when the authority provided the same to us, the same will be adopted by us.

We hereby give an undertaking to adopt the model allotment letter (agreement to sell) and the directions with regard to the registration of that agreement.

We hereby enclosing the format of allotment letter (agreement to sell) which being prepared with best of our knowledge, the intending purchaser signs this document after going through and only after being agreed upon.

With Regards

Date--

Allotment letter

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

Mr. _____
S/o Mr. _____
R/o- _____

Email ID: _____

Apartment No- _____, Block- 'D', Floor- _____
Total Area- _____ sqft (_____ sq mtr) approx

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

Dear Sir/Madam,

In response to your application dated _____ we, M/S **URBAINIA SPACES PVT LTD** a company registered under the Companies Act, 1956 having its Corporate Office at Plot No-6A, Techzone-4, Greater Noida (W)-201306 (hereinafter referred to as the '**Company**' which expression shall , unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) we are pleased to inform you that the unit booked by you under the aforementioned Application is hereby allotted to you, subject to the terms and conditions mentioned hereinafter.

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

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

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

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

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

Balcony Area with the apartment- 65.98 Sq.ft. (6.13 sq.mtr.) approx

Ground Space/ Lawn Area- NIL Sq. ft. (NIL sq.mtr.) approx., as per specifications attached herewith, in proposed IT/ITES Project Known as "TRINITY NX" (under the RERA registration no **UPRERAPRJ**) situated at Techzone-4, Plot No-6A, Greater Noida (w) for a Value of the unit is Rs. _____.00/- (**Rupees** _____ **Only**) + Taxes & Levies, as assessed and attributed by the Government Of India, Payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter. ("Consideration")

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

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

The following are not included in the Total Area:-

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

Interpretation of some indicative terms:-

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

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

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

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

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

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

Area:-

- a. **Area of Land:-**Total area of land over which the project is going to be constructed.
- b. **Total Area:** - The sum of poly line area and proportionate share of areas to be utilized for common use and facilities, including but not limited to lobbies, staircases, circulation areas, lifts shafts, brackets and ledges, passages, corridors, machine room, underground and overhead water tanks, maintenance office, security/fire control rooms, architecture features, drivers/common toilets, guard rooms, STP, Sub-stations, meter rooms, fan rooms, fire escape staircases from basement to ground floor, etc.
The allottee(s) agrees that the calculation of total area in respect of the unit is tentative at this stage and subject to variations till the completion of construction. In case of such variation in the total area of the unit, the sale consideration, statutory charges and other charges payable under this allotment letter shall also proportionately increase or decrease.
- c. **Poly line Area:** - All constructed area of an apartment with or without roof including its periphery walls, including half of the area under common walls between two apartment, area under columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.
- d. **Carpet Area:** - means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit.
- e. **Common Areas and Facilities:** Mean all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub- station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, EPABX system, common toilets, rain water harvesting system etc. basements, terraces, parks, play areas, open parking areas, commercial and community facilities
- f. **Independent Area:** - The areas which are not included as common area for joint use of apartment and may be sold by the company/promoter without the interference of other apartment owners.
- g. **Limited Common area and Facilities:** - Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.

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

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Sale Consideration:- It has been clear by the developer and the allottee(s) has understood that the sale consideration has been computed on the basis of "Total Area" of the unit. The allottee(s) has/have understood that the computation of the total amount payable does not include in any manner recovery or payments towards running, maintenance and operation of common areas and facilities.

Company:- That is M/S URBAINIA SPACES PVT LTD a company registered under the Companies Act 1956 having its corporate office Plot No-6A, Techzone-4, Greater Noida (W)-201306 and its registered office is at Flat No-19, Ground Floor, Prop No.-01, Pardhan Complex, Main Road Mandawali, Delhi-110092.

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

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

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

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

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

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

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Maintenance Charges: - means the charges to be paid by the Allottee/(s) for the maintenance and upkeep of the said Complex/said Building as per the payment plan to the Company or to the Maintenance Agency at prescribed rates on the Total area of the said Apartment, payable on monthly basis.

Project: - Means TRINITY NX (under the RERA registration no **UPRERAPRJ**) at Plot No-6A, Situated at Techzone-4, Greater Noida (w).

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

'Taxes' shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax/G.S.T., cess, educational cess, G.S.T or any other taxes, charges, levies by whatever name called in connection with the development/ construction of the said Apartment/ said Building/ said Complex and having an impact on the cost or development of the project are to be duly shared by the allottee(s) in the project.

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

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

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

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

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

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

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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) This Allotment Letter supercedes all previous written/verbal communication/agreement(s) (if any) issued to you against your application of this unit.
- 2) The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.
- 3) That the building plans of proposed IT/ITES Offices/ Units in Project have been duly submitted/ sanctioned by the Greater Noida Industrial Development Authority (GNIDA). The project will have IT/ITES Offices/ Units of different sizes and dimension on various floors. That the Allottee/(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the company in respect of aforesaid project. The sanctioned drawing and plans of the project have been displayed at the site office of the project & the corporate office of the company. The show flat/apartment constructed at the site (if any) is not according to the structural drawing of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that. Also that the fitting fixture, finishing and others items of said show flat/apartment shall not be compared with the actual construction. The specification of actual construction are duly specified in the brochure and also forming the part of allotment letter.

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

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

- 5) That the Allottee/(s) is/are aware of and has/have knowledge that the building plans are tentative and agree that the company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the company,

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

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which has been stated herein has been obtained. That the intending allottee/(s) is/are further providing undertaking under section 10B in Form B of the UP apartment Act along with this Allotment Letter.

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

8) It is specifically made clear that the allottee(s) that the area of the unit to be under his exclusive possession shall be the Polyline area of the unit. The reference and inclusion of the term "Total Area" is only for the purposes of computation of the sale consideration, statutory charges and other charges and does not give any exclusive right in the proportionate land underneath or proportionate undivided interest in the common areas and facilities in the project to the allottee(s), except a right and interest to use the same along with other buyers as per the provisions of the relevant laws & RERA.

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

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

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

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

12) That the schedule of payment/installment is duly explained to the intending Allottee/(s) and is also mentioned herein the allotment letter. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration value and the society and other charges as specified hereto together with the applicable government

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taxes and levies as per the Payment Plan specified in Annexure "A" hereunder, time being of the essence. The payment on time shall be the responsibility of the intending Allottee/(s), any separate demand letter for the installment falling due is not required to be sent by the company and that shall not be claimed as a right by the intending allottee/(s) or as a duty /obligation towards the allottee by the company.

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

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

15) That the installment of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the payment of the due installment shall be first of all adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within 90 days of the stipulated period or in the event of breach of any of the terms & conditions of the allotment by the Allottee/(s), the allotment will be canceled and 25% of the total cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period of fifteen days from the due date of payment and in case the delay exceeds more than fifteen days then there will be no further grace period and interest (as per RERA regulation) shall be charged from the day one. In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretion condone the delay in receipts of payment by enhancing the cost of the Apartment as per the prevailing rates or charging interest (as per RERA regulation) whichever is higher.

Note: - Timely payment being the main essence of the allotment, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank on any other reason, shall be the sole responsibility of the allottee/(s).

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

(c) That if the cheque submitted by the allottee/(s) along with this agreement is dishonored Developer is not under any obligation to inform the Allottee/(s) about the dishonor of the cheque or cancellation of the agreement. The agreement

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shall be deemed to be cancelled. However, in its sole discretion or if the need be developer shall be free to take criminal action U/s 138 of Negotiable Instrument Act at the responsibility of allottee at his/her/their cost and consequences.

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

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

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

18) That the company will endeavor to complete the construction of the project as early as possible. in accordance with the schedule for completion, the following can however effect the completion; regular and timely payments by the Allottee/(s) availability of building material etc. any dispute with the contractor, change of laws by government /local authorities/any court order/order of any tribunal, force majeure circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons beyond the control of the company. In case of such delay which is not in the control of the company, the completion schedule shall stand extended accordingly.

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

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 to take possession on any ground whatsoever, and shall do so within two months from the date of issue

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of the occupation certificate. No further grace period will be given for the same and an interest @ 18% per annum shall be charged from the day one. In the eventuality of a prolonged delay by the allottee/(s) to take the possession, the company can take any necessary action as required. The date given in the allotment letter is an assessment only and construction could be completed earlier to that as well.

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

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 the final touch again. The monthly maintenance charges shall be payable by the Allottee/(s) even if the keys of the Apartment have not been taken back in the stipulated period.

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

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

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 for the completion certificate shall be presumed as the date of completion, the company shall not be liable for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.

26) It is hereby agreed, understood and declared that the sub lease Deed of the apartment shall be executed and registered in the favor of allottee/(s) after the Apartment has been finally constructed at the site, after receipt of the (इस दस्तावेज में वर्णित सभी तथ्यों/ बातों को मुझे / हमें हिंदी में पढ़कर सुनाया व समझा दिया गया है, जिनके पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने / हमने इस दस्तावेज पर अपने हस्ताक्षर किये हैं ।)

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consideration and other charges ,agreed herein and connected expenses /charges i.e. cost of stamp duty for registrations of sub lease deed/ ,registration charges/fees, miscellaneous expenses and advocate legal fees/charges, these fees and charges shall be borne and paid by the allottee/(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. That in order to provide necessary maintenance services, the developer may, upon the completion of the said complex, hand over the maintenance of the said complex to anybody corporate, companies, etc.(hereinafter referred to

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

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

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

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

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

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

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

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

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

40) Upon completion of construction, the identification of the common areas and facilities and limited common areas and facilities in the project by the developer and as specified in the declaration under the relevant act or RERA shall be final and conclusive. The developer shall be entitled to sell all such areas, developments and buildings in the project to third parties i.e. other than the owners of units or Association, as may be permissible under the relevant regulations from time to time. The Allottee(s) agrees and confirms that he/she shall not raise any objection/ challenge to the same either on his own or through the Association. The Allottee(s) shall neither encroach upon the common areas and facilities, passages, corridors or interfere with the amenities and services available for common use in the project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.

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

Any type of change inside the Apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted as there are hidden RCC Column and RCC shear wall supporting the whole structure , therefore no change is allowed.

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

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

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

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

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

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

47) The Allottee cannot let, sublet, re-sell or transfer the said unit till all amounts in relation to the Unit have been received by the Company and the Allottee has taken possession of the Unit. In case Allottee wishes to transfer before it has received possession, the Allottee will require to obtain the prior written approval from the company. Administrative charges as prescribed by the company from time to time, Interest (if any), due payment (if any) will be paid by the Allottee/(s) before the transfer. Rs. 200/- per sq.ft. would be charged as the transfer charges. Any change in the name of the Allottee/(s) including addition/ deletion as registered/recorded with the Company, will be deemed as transfer for this purpose. The Administrative charges for transfer of right herein amongst family member (Husband, wife own children and real brother/sister) will be the same as the normal administrative charges for every transfer.

48) All charges, expense, stamp duty, registration fee & incidental expenses etc. towards transfer/ sub-lease deed of the said unit, at the rate, as may be applicable on the date of execution and registration of the transfer/ sub-lease deed,

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including documentation will be borne by the Allottee/(s) only. If the Company incurs any expenditure towards the registration of the said unit, the same shall be reimbursed by the Allottee/(s).

49) The Allottee (s) hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable laws as may be in force and/or come into force in respect of the project, including but not limited to the execution and registration of the documents as required under the provisions of the laws & RERA.

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

- a. Payment Plan
- b. Specification

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

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

COMPANY

ALLOTTEE/(S)

Annexure

Payment Plan-

Company Name-: **Urbainia Spaces Pvt Ltd.** Project: **TRINITY -NX**

Unit No.: _____ Floor- _____

APPLICANT:

Mr. _____
 S/o Mr. _____
 R/o- _____

Sr. No.	Installments No	Installment Date	Amount In %	Amount in Rs.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
	Total-		100%	_____.00/-

In Words- Rupees _____ Only.

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

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

COMPANY

ALLOTTEE/(S)

Details of Allotted Unit-

Block Name	Flat No	Floor	Type	Super Area
_____	_____	_____	_____	_____ sqft

Details of the Allottee/(s)-

Mr. _____
 S/o Mr. _____
 R/o- _____

Total Consideration-

Sr. No	Particulars	Total Cost in Rupees
1	Total Unit Value	_____ .00/-

In Words- Rupees _____ Only.

The Unit Value Includes Other Charges (_____).

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

Please pay the installments after addition of Tax & Levies.

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

COMPANY

ALLOTTEE/(S)