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CONFIRMATION

This Confirmation is made by Mr./Mrs./Ms. _____ S/D/W/o _____ R/o _____ AND Mr./Mrs./Ms. _____ S/D/W/o _____ R/o _____ (‘the Allottee’) in favour of M/s Greenbay Infrastructure Pvt. Ltd. having registered office at RZ-D-5, Mahavir Enclave, New Delhi- 45 (‘the Company’), the developer of the “Greenbay Golf Village” on Plot No. TS-06, Sector- 22D, Yamuna Expressway Industrial Development Area, Distt.- Gautam Budh Nagar, Uttar Pradesh (‘the Project’).

“The expression Allottee and the Company shall mean and include unless repugnant to the context or meaning thereof, his/her heirs, their respective executors, administrators, successors, legal representatives, nominees and permitted assignees”.

Whereas pursuant to expression of interest by the Allottee in the Project **Unit No.** _____, having approximate area of _____ Sq. Yds. (_____ Sq. Mts.) has been provisionally allotted on the confirmation of following terms and conditions by the Allottee, which the Allottee hereby confirms:

- Specimen**
- A. The Allottee has made the application for provisional allotment of a Unit with full knowledge of and subject to all the laws/notifications and rules applicable to this area (U.P.) in general and this project of the Company in particular which have been explained by the Company and understood by the Allottee.
 - B. The Allottee fully understands that the Company i.e., M/s. Greenbay Infrastructure Pvt. Ltd. has been granted leasehold rights over The Project by YEIDA vide Lease Deed executed on March 28, 2012 and accordingly the Developer shall be executing Sub-Lease Deed in favour of the Allottee in accordance with the Lease Deed.
 - C. The Allottee has satisfied himself/herself about the interest and right of the Company in the land on which the said units are being constructed and has understood all limitations and obligations in respect thereof. The Allottee agrees that there will not be any further investigations or objections by him/her in this respect. Further, nothing herein shall be construed to provide the Allottee with any right, whether before or after taking possession of the Said Unit or at any time thereafter, to prevent the Company from:

- (i) constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Unit;
- (ii) putting up additional constructions;
- (iii) amending / altering the Plans herein.

1. CONSIDERATION

- 1.1 The Allottee shall make payments of sale consideration of the said Unit and shall include the Basic Sales Price (BSP), Preferential Location Charges (PLC), Internal Development Charges (IDC), Electric Sub-Station Charges (ESSC), one time "lease rent", Club Membership Charges and Interest Free Maintenance Deposit (IFMD) as described in the Application Form/Provisional Allotment Letter (hereinafter defined as "Consideration") and other charges at such times and as detailed in the Provisional Allotment Letter, without any requirement for the Company to send out any notice or intimation to the Allottee. All payments by the Allottee are required to be made by demand drafts or by cheques payable at New Delhi.
- 1.2 Payment to be made by Cheque(s)/Demand Draft(s)/ Pay Order(s) in favour of "Greenbay Infrastructure Pvt. Ltd." payable at New Delhi shall be acceptable subject to realization.
- 1.3 In case any new taxes / duties / charges / penalty are levied by any Government Authority, the proportionate increase in Consideration/ charges in respect thereof shall also be payable on demand by the Allottee.

2. OBLIGATIONS OF THE ALLOTTEE

- 2.1 Upon the Company Provisionally allotting the Said Unit to the Allottee on the terms herein, the Allottee agrees to the following, whether before or after possession of the Said Unit is granted to the Allottee:
- 2.2 Prior to taking possession of the Said Unit, the Allottee shall enter into a separate maintenance agreement (the "Maintenance Agreement") with the Company or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency"), in the form & substance and within such period as prescribed by the Company, for maintenance of common use areas and Common Facilities. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement.

2.3 Pending executions of the said Maintenance Agreement the Allottee hereby agrees to pay the maintenance and replacement charges ("Maintenance Charges") as may be decided by the Company, a one time "Maintenance Deposit" and "Maintenance Charges" for the first year, before taking possession of the Said Unit. Upon the timely and due payment of regular Maintenance Charges, the Allottee shall have the right to use the common use areas and Common Facilities (which shall mean the facilities under D.G.sets/D.G.rooms, water storage tanks its pumping and supply system, sewerage & drainage systems, electric sub-station/transformers/electric panels/distribution network, maintenance service rooms, lawns including lighting & services etc., roads, pathways & driveways including street lighting & services etc., guard posts, fire hydrants & fire fighting system etc. and all such facilities for common use) for the Said Unit. Provided, however, that it is clarified for the purposes of abundant clarity that the Allottee shall not have the right to use the common use areas and the Common Facilities till such time the possession of the Said Unit has been taken by the Allottee.

2.4 It is stated for the sake of abundant clarity that the amount equal to 10% of Consideration as specified in the Application Form / Provisional Allotment Letter (hereinafter defined as "Earnest Money") constitutes a part of the Consideration and is non refundable except as mentioned herein under 6.1.5.

2.5 Notwithstanding anything stated herein and without prejudice to the Company's right to cancel the Provisional Allotment or to refuse execution of final conveyance document of the said Unit in favour of the Allottee by the Company, as provided herein, and without, in any manner condoning any delay in payment of Consideration and other dues, the Allottee shall be liable to make payment of interest at the rate of 15% per annum on the outstanding amounts of Consideration and other dues from the due date(s) upto their payment or cancellation of the Provisional Allotment. The payments made by the Allottee shall first be adjusted against the interest and/or any penalty, if any, due from the Allottee to the Company under the terms herein and the balance available, if any, shall be appropriated against the installment(s) due from the Allottee under the Standard Terms & Conditions and the Provisional Allotment Letter.

2.6 The Allottee shall abide by all applicable rules, regulations, byelaws, directions, guidelines and Laws as may be applicable and notified by YEA (Yamuna Express Way Authority) and/or any Govt. Authority time to time including inter alia all regulations, byelaws, directions and guidelines of the YEA (Yamuna Express Way Authority) framed / issued / notified under provisions of the U. P. Industrial Area Development Act, 1976 and rules made thereunder and the provisions of the Lease Deed and shall keep the Company indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.

2.7 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 per the Application Form and as specified in the Provisional Allotment Letter and to observe and perform all the covenants and conditions contained herein, and to keep to the Company and its Representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:

- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Allottee herein;
- (ii) any other conduct by the Allottee or any of its Representatives as a result of which, in whole or in part, the Company or any of its Representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
- (iii) any action undertaken by the Allottee, or any failure to act by the Allottee when such action or failure to act is a breach of the Terms & Conditions herein;
- (iv) any action or proceedings taken against the Company in connection with any such contravention or alleged contravention by the Allottee.

3. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

- 3.1 The Allottee has applied for Provisional Allotment of the Said Unit after satisfying himself that he has understood and appreciated the content and the implications of the laws applicable to the Company and the Said Unit.
- 3.2 The Allottee has inspected the site, the Plans, ownership records, the Lease Deed, other documents relating to the title and all other details of the Said Unit that the Allottee considers relevant for the transaction contemplated herein. The Allottee has satisfied himself about the right, title and capacity of the Company to deal with the Said Unit and this project of the Company and has understood all the limitations and obligations thereof.
- 3.3 The Consideration for the Said Unit and other charges are based on the Plot Area of the Said Unit and shall be paid by the Allottee in accordance with the terms herein.

3.4 The Allottee has all necessary power, authority and capacity to bind itself to these Standard Terms and Conditions and to perform his obligations herein.

3.5 The Company is and shall continue to be entitled to construct and / or install such other things as may be required for the development, operation and maintenance of this project including but not limited to sidewalks, pavements, sewers, water mains and other services and local improvements, as may from time to time be deemed necessary by the Company and/or the Maintenance Agency.

3.6 The Allottee has seen the Plans and has been made aware of and accepts that the Plans, Plot Area, specifications as more particularly described in the Application Form, brochures etc. are tentative and that there may be variations, deletions, additions, alterations made either by the Company as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the position / location of the Said Unit, change in its dimensions, change in its Plot Area, and the Allottee shall have no right to object to such variations, additions, deletions, alterations and modifications as aforesaid (the "Alterations"). However, in case of any major alterations / modifications resulting in $\pm 15\%$ change in the area of the plot, the Company shall intimate to the Applicant in writing the changes thereof in the price of the allotted plot to be paid. The Applicant agrees to inform the Company in writing Applicant consent or objections to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his full consent to all the alterations/modifications. The Plot Area of the Said Unit and consequently the Consideration amount may be increased on account of such Alterations and the Allottee shall pay without demur such increased amount of Consideration at such times as may be required by the Company. In the event that the Consideration amount is decreased pursuant to such Alterations, the excess amounts, if any, paid by the Allottee shall be refunded by the Company without interest. Provided further that any changes as a result of the Alterations or otherwise shall not be construed to give rise to any claims, monetary or otherwise. Any increase or decrease in the Plot Area (based on "As-Built" plans) of the Said Unit pursuant to Alterations or otherwise shall be payable or refundable without any interest on a pro-rata basis at the agreed rate as may be more specifically described in the Provisional Allotment Letter and that the other charges as specified herein will be applicable for the changed area at the same rate as indicated in the Provisional Allotment Letter.

3.7 The Allottee understands that the Company have the right to raise finance from any Bank/ Financial Institution/ Body Corporate and for this purpose it can create mortgage or charge or hypothecation on the Leased Land and the construction thereon in process or on the completed construction, in favour of

one or more such institutions. However, the Company will ensure that any such charge, if created, is vacated before execution of final conveyance document of the said Unit in favour of the Allottee.

- 3.8 The Company reserves the right to transfer / assign the Leased Land in whole or in parts to any other entity such as 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 in its sole discretion and the Allottee agrees that he/she shall not raise any objection in this regard.

4. OBLIGATIONS OF THE COMPANY

- 4.1 The Company shall make best efforts to deliver possession of the Said Unit to the Allottee within 18 months from the date of receipt of duly executed Confirmation by the Company with a further grace period of 90 (ninety) days. If the completion of the Said Unit is delayed by reason of non-availability or scarcity of steel and / or cement and/ or other building materials and/or water supply and/ or electric power and/or slow down, strike and/or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or terrorists event or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Law or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/ grant of completion/ occupation certificate by any Governmental Authority or for any other reason beyond the control of the Company (hereinafter referred to as "Force Majeure Events" and each individual event referred to as a "Force Majeure Event"), the Company shall be entitled to a reasonable extension of time for delivery of possession of the Said Unit.

- 4.2 Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damages/loss of profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Company. If, however, the Company fails to deliver possession of the Said Unit within the stipulated period as mentioned here in above, and within the further grace period of 90 (ninety) days thereafter, the Allottee shall be entitled to a discount in Consideration for delay thereafter at monthly rate of Rs. 45/- per sq. yard (Rs. 54/- per. sq. mtr) Plot Area of the Said Unit ("Rebate") on pro-rata basis. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time delay for the delivery of possession of the Said Unit.

- 4.3 Such a Rebate in the Consideration shall be given by the Company to the Allottee at the time of execution of final conveyance document of the said Unit in favour of the Allottee.

- 4.4 The Allottee hereby agrees that if the Allottee has at any time defaulted in making timely payment of any installment for Consideration, or has not made due payment of the Consideration and other charges for the Said Unit, no such Rebate shall be given by the Company.

- 4.5 In the event that a Force Majeure Event occurs, the Company has the right to alter the terms and conditions of Provisional Allotment of the Said Unit as stated herein or if the Force Majeure Events so warrant, the Company may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Company hereunder.

- 4.6 It is hereby clarified that the total construction/development period as stipulated in Clause 4.1 herein shall stand automatically extended, without any further act or deed on the part of the Company, by the period during which a Force Majeure Event occurs. Provided that the Company shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.

- 4.7 The Allottee shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of land, open spaces & all or any of the common use areas and Common Facilities etc. which shall remain the property of the Company. The Company can, as per applicable laws, transfer and assign such common use areas and Common Facilities to a body or association of owners of units or their co-operative society. The Allottee shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the common use areas and Common Facilities and to any area which is not specifically sold or allotted or transferred to the Allottee.

- 4.8 Subject to the terms and conditions of the Lease Deeds between the Company and the Authorities of Yamuna Express Way, the Company has the right to hold the Leased Lands with their appurtenances for such term as specified in the respective Lease Deeds.

5. MISCELLANEOUS OBLIGATIONS

The following is agreed to by the Allottee:

5.1 As and when the Said Unit is ready for possession in accordance with the terms specified herein, the Company shall issue a notice of offer of possession (the "Notice of Possession") calling upon the Allottee to take possession of the Said Unit after paying stamp duty, registration charges and other legal, incidental expenses in respect of the Indenture of Conveyance and upon the payment of the entire Consideration, other dues and Maintenance Deposit/ Advance / Charges in accordance with the Provisional Allotment Letter and the terms herein. Within thirty days of the date of dispatch of the Notice of Possession the Allottee shall be liable to take physical possession of the Said Unit after making the entire balance payment and execution of the Maintenance Agreement on the terms mentioned herein. If, for any reason, the Allottee fails and neglects or delays or is not ready or willing to take possession of the Said Unit, the Allottee shall be deemed to have taken possession of the Said Unit at the expiry of thirty days from the date of dispatch of the Notice of Possession by the Company. In this event the Said Unit shall be at the risk and cost of the Allottee and the Allottee shall be further liable to pay holding charges @ Rs. 45/- per sq. yard (Rs. 54/- per. sq. mtr) per month of the Plot Area of the Said Unit (the "Holding Charges"). Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of dispatch of the Notice of Possession, the Company shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the Provisional Allotment and refund the payments received from the Allottee in accordance with the terms of these Standard Terms & Conditions. The Allottee agrees not to question the decision of the Company in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession. The Company may, however, at its sole discretion, restore the Provisional Allotment by levying the Holding Charges upto the date of such restoration. In addition to the Holding Charges as described hereinabove, the Allottee shall also be liable to pay proportionate Maintenance Charges in respect of the Said Unit from the expiry of 30 days from the dispatch of the Notice of Possession till such time he takes possession of the Said Unit.

5.2 Company or the Designated Maintenance Agency shall be entitled to access the Said Unit at such time as is fixed by the Company or the Designated Maintenance Agency for the purpose of carrying out general repair and service of any Common Facilities and equipment including but not restricted to pipes, cables, drains etc. passing through the Said Unit and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Company or the Designated Maintenance Agency shall endeavor to restore the walls / floor of the Said Unit in the same condition in which they were earlier, after carrying out the repair and / or service work.

5.3 It shall be the obligation of the Allottee to get the Said Unit comprehensively insured at his own cost and expense after taking over physical possession of the Said Unit.

5.4 The Company shall provide power back up up to 2 KVA for 150 sq. yrds., 4 KVA for 250 sq. yrds., 5 KVA for 350 sq. yrds., 7 KVA for 500 sq. yrds. and 9 KVA for 750 sq. yrds. upon payment of such charges as may be decided by the Company including timely payment of maintenance charges, the ownership of generators shall vest with the Company. The Allottee shall not install electrical equipment(s)/appliance(s) etc., not conforming to the load sanctioned and thereby harming/damaging other installations of the project.

5.5 The Allottee has clearly understood that the Application from the Allottee does not constitute any offer of allotment or any Agreement to Sell and it do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with the application.

5.6 The terms and conditions contained in the Application Form shall continue to prevail and be binding on the Allottee save and except in cases where the terms and conditions of the Application Form are at variance with the terms and conditions of this Confirmation in which cases the terms and conditions of this Confirmation shall prevail and shall supersede those terms and conditions contained in the Application Form.

6. DEFAULT, CONSEQUENCES OF DEFAULT, TERMINATION AND CONSEQUENCES OF TERMINATIONS

6.1 Default

6.1.1 In the event of breach or default by the Allottee of any of the covenants contained herein, ("Default"), the Company may issue a notice calling upon the Allottee to rectify the Default within a period of 30 days from the date of the notice ("Notice Period"). The Allottee, immediately upon notice of such Default, shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Company of such rectification or removal of breach of default by a written notice (by registered Post).

6.1.2 In the event that in the judgment of the Company, the Default is not cured within the Notice Period, the Company may, without prejudice to any other legal remedy which the Company may have in Law, equity or contract, in its sole discretion, cancel the Provisional Allotment in accordance with the provisions hereof. Upon such cancellation, the Allottee shall be liable to pay the Company the sums mentioned in Clause 6.1.5 herein below, as if the cancellation was a cancellation by the Allottee under the terms of Clause 6.1.5. The Allottee shall

not have any lien or any other right on the Said Unit, nor should anything herein or elsewhere be construed to entitle the Allottee to obstruct, prevent, injunct or restrain the Company from making a fresh Provisional Allotment in respect of the Said Unit to any Third Party after cancellation of the Provisional Allotment, or to restrict, prevent or injunct any cancellation of the Provisional Allotment. Provided, however, that the Company may, at its sole discretion, condone the Default and restore the Provisional Allotment by levying such damages, charges, fee, etc. as the Company may decide at its sole discretion. Provided further that where a charge or fee or any other sum of money for the condonation of any Default has been prescribed hereunder, the Company shall be at liberty to condone the Default by levying such charge or fee or such sum of money as may be prescribed herein. The levy of any such damages, charges, fee, etc. shall be without prejudice to the rights of the Company to demand specific performance of such obligations hereunder or to take appropriate legal action.

6.1.3 Failure of the Company to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the Allottee, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any or all obligations herein undertaken by the Allottee.

6.1.4 The termination of the Provisional Allotment pursuant to Clause 6.1.2 hereof shall be effected by the Company giving 30 (thirty) Days prior written notice of such termination to the Allottee. If the Provisional Allotment so terminates, it shall become null and void and have no further force or effect, except as provided in Clause 6.2 (a) hereof.

6.1.5 (a) The Allottee shall be entitled to cancel the Provisional Allotment only on default of the Company to deliver up the Said Unit on payment of full Consideration and other dues in accordance with the terms herein and Provisional Allotment Letter. In such an event and upon the request of the Allottee, the Company shall refund, without any interest or Compensation whatsoever, the entire amount, including Earnest Money, as had been received from the Allottee.

(b) If the Allottee, for any other reason, requests the Company to cancel the Provisional Allotment in his favour, the Company may in its sole discretion permit such cancellation provided that the Allottee compensates the Company for any loss caused on account of substituting another Allottee in his/its/her place and stead ("Termination Charge"). The Termination Charge shall not include Earnest Money. In such cases, the Earnest money shall not be refunded.

(c) It is only after the Allottee has signed and executed this Confirmation and/or such other corresponding documents on the Company's standard format including any other format as may be prescribed by the Yamuna Expressway Industrial Development Authority / Government as and when required agreeing to abide by all terms and conditions laid down therein, that the allotment shall become final and abiding upon the Company. If, however the Allottee fail to execute and return this Confirmation within Thirty (30) days from the date of dispatch by the Company, then the Company shall have the right to cancel the allotment and the Earnest Money may be forfeited. The Allottee clearly understand that the Allotment of the Unit by the Company pursuant to the application shall be purely provisional till the Sub-Lease Deed and/or such other document(s) on the format prescribed by the Company is executed by the Company in favour of the Allottee. Further, the Allotment of a Unit in "Greenbay Golf Village" is subject to the terms and conditions, restrictions and limitations as contained in the YEIDA by laws/regulations alongwith the terms and conditions laid in the Lease Deed / Sub- Lease Deed executed by YEIDA and the provisions contained in U. P. Industrial Area Development Act, 1976.

(d) Notwithstanding anything stated hereinabove, in the event the Provisional Allotment is terminated by the Company under the terms of Clause 6.1.5(b) and/or Clause 6.1.5(c) herein the entire amount of Earnest Money shall be forfeited by the Company. The balance installments paid by the Allottee in accordance with the terms hereof shall first be used to satisfy the Termination Charge, which shall include and in any event not be less than the interest amounts set forth in Clause 2.5 herein, and the rest of the payments shall be refunded to the Allottee without interest.

6.2 Consequences of Termination

If the Provisional Allotment is terminated pursuant to Clauses 2.5, 6.1.2 or 6.1.5 hereinabove, all obligations of the Company and the Allottee hereunder, under the Application Form and the Provisional Allotment Letter shall automatically terminate with no further act or conduct being necessary or required on the part of either the Allottee or the Company, or any liability attaching to either the Allottee or the Company, and each of the Parties shall irrevocably be released from all obligations and liabilities hereunder.

7. MISCELLANEOUS

7.1 Assignment:

All Assignments of the Provisional Allotment by the Allottee to any Person (the "Proposed Transferee"), shall require prior written consent of the Company,

which the Company may give on such terms and conditions including inter-alia those relating to payment of prevailing administrative charges ("Administrative Charges") for permitting such substitution and the Company's right to terminate the Provisional Allotment. The Company shall permit such assignment or nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative Charges are paid for in full. No Administrative Charges shall, however, be payable in the case of succession to the legal heirs of the Allottee. The Proposed Transferee shall be bound by the Standard Terms & Conditions and shall furnish an undertaking to that effect.

The Allottee shall pay administrative charges @ Rs. 500/- per sq. yrd. which are subject to change at the sole discretion of the Company.

7.2 Foreign Allottee:

The Allottee, if resident outside India or if not an Indian national or citizen, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The Allottee shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.

7.3 In case the Allottee desires to transfer the Said Unit to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method after execution of final conveyance document of the said Unit in favour of the Allottee, the Proposed Transferee may have to pay to the YEA subsequent sales transfer charges ("Transfer Charge"), if any. Notwithstanding anything contained in this clause, the Allottee shall pay all expenses, Administrative Charges, fees and any other dues payable to the Company, whether required hereunder or under any subsequent agreement, prior to applying for transfer of the Said Unit to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method.

7.4 Governing Law and Jurisdiction:

The Provisional Allotment shall be governed and interpreted by and construed in accordance with the Laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or there under and subject to the provisions of Clause 7.11 hereof, the Courts at Gautam Budh Nagar, U.P., India shall have jurisdiction over all matters arising out of or relating to this Provisional Allotment.

7.5 Captions / Headings:

The captions / headings in this Confirmation is for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Confirmation or the intent of any provision hereof. The true

interpretation of any matter / clauses in this Confirmation shall be done by reading the various clauses in this Confirmation as a whole and not in isolation or in parts or in terms of caption provided.

7.6 Notices

That all notices to be served on the Allottee and the Company as contemplated by this Confirmation shall be deemed to have been duly served if sent to the Allottee or the Company by Registered Post at their respective addressed specified below:

COMPANY

Greenbay Infrastructure Pvt. Ltd.
7th Floor, Insignia Building, Plot 1D,
Sector- 126, Noida Expressway,
Noida- 201303, Uttar Pradesh (India)

ALLOTTEE

It shall be the duty of the Allottee to inform the Company of any changes subsequent to the execution of this Confirmation in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee.

7.7 Joint Allottees

That in case there are joint Allottees, all communications shall be sent by the Company to the Allottee whose name appear first and at the address given by him/her which shall for purpose be considered as served on all the Allottee.

7.8 Severability:

If any provision of these Terms & Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

7.9 Copies of the Confirmation

Two copies of this Confirmation shall be executed by the Allottee and the Company shall retain one executed copy of this Confirmation and the second copy shall be retained by the Allottee for his/her reference and record.

7.10 Rights of Third Parties:

Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any Person, other than the Company and the Allottee any rights or remedies under or by reason of this Provisional Allotment or any transaction contemplated herein.

7.11 Dispute Resolution:

Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Allottee. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person nominated for the purpose by the Chairman of the Company. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The Allottee hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be New Delhi, India. It is hereby clarified that during the arbitration proceedings, the Company and the Allottee shall continue to perform their respective rights under the Allotment which is Provisional in nature.

Date:

Specimen

Yours faithfully,

Place: Gautam Budh Nagar

Signature of Sole/ First Allottee

Signature of Second Allottee

Signature of Third Allottee