

ALLOTMENT LETTER

Dated: _____

To,

Mr. /Mrs. _____

Please refer to your application-dated ____ day of _____ with **M/S Golfgreen Residency Pvt. Ltd.** (A Subsidiary of Sunshine Infratech Pvt. Ltd.) having its registered office A-269, Surajmal Vihar, Basement, Delhi – 110092. We are now pleased to allot you a dwelling unit in **SUNSHINE SOLARIS**, Plot No. SC-01/D-02, Sector - 79, Noida-201301, Gautam Budh Nagar, as per detail given below, vide allotment no. / **SS**.

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous Allotment Letters issued against this allotment. You are requested to quote the allotment no, in all future communication with us.

UNIT DETAILS

Unit No. Floor-, Block Super Area .. Sq. Ft.
(As per RERA.....Sq.m)

BASIC PRICE – Rs...../- (Rupees only)

(Basic price does not include Lease rent ,EFC,FFC, Power backup & IFMS)

PAYMENT PLANS

Booking Amount Rs./- (Payment details mentioned at Annexure-“C”)

Balance payment as per Annexure- A

The Allotment Letter is subject to realization of the booking amount cheque / draft. The BSP and other charges mentioned in the Annexure A are firm and not subject to any escalation towards cost of construction.

COMPANY

1

ALLOTTEE /S

POSSESSION

Possession of the unit will be given by (Plus or minus six months and after adjusting any delay due to Force Majeure reasons) subject to receipt of the entire basic price, Extra Charges, Lease Rent Charges, Registration charges and other charges as may be intimated by the Company.

Note:

Extra charges, which are over and above the Basic Price as mentioned in various clauses of this Allotment Letter shall become payable as per schedule mentioned in Annexure A.

Marketing: _____

Accounts : _____

For GOLFGEEN RESIDENCY PRIVATE LIMITED

Authorized Signatory

Date : _____

Place : _____

ALLOTMENT TERMS AND CONDITIONS

This Allotment Letter is made on this^hday of, between **GOLFGREEN RESIDENCY PRIVATE LIMITED** (A Subsidiary of Sunshine Infratech Pvt. Ltd.), a company incorporated under The Companies Act, 1956 having its registered office at A-269, Surajmal Vihar, Basement, Delhi – 110092 (herein after referred to as the Company), represented by one of its Directors, which expression shall include its assign and successors etc. unless the subject and context required otherwise) of the one Part.

AND

1. Mr. /Mrs.

S/o Or W/o Mr.

Mailing Address:

(Hereinafter called the Allottee(s))

NOW THIS ALLOTMENT WITNESSETH AS UNDER:

A. PAYMENTS

1. That the timely payment of installments, as indicated in the payment plan, is the essence of the scheme. If any installment against the demand notice(s) raised is not paid by the due date, the company will charge 18% compounded interest p.a (compounding quarterly) on the delayed payment for the period of delay. However, if the same remains in arrears after three consecutive reminder (reminder will be sent in one month interval) , the allotment will automatically stand cancelled without any prior intimation to the allottee / s and the allottee /s will have no lien/claim on the unit. In such a case, the amount deposited up to 10% of the cost of the unit, constituting the Earnest Money, will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However in exceptional and genuine circumstances the company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 24% compounded per annum for the total period of delay and restore the allotment in case it has not been allotted to someone else. . In such a situation, an alternate unit, if available, may be offered in lieu of the same. Further to this, The company shall be raising demand letters for payment due at various construction stages, wherein if such demands are not honored with stipulated time frame for consecutive three demands then the apartment so allotted shall be treated as deemed cancelled.
2. That for preferentially located units, extra charges will be payable, if any.
3. That in case the applicant, at any time, desires for cancellation of the allotment. It may be agreed to, though, in case, 10% of the cost (in clause 1 – cost is written) of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest.
4. That in case the allottee/s wants to avail of a loan facility from his employer or a financial institution to facilitate the purchase of the unit applied for, the company shall facilitate the process subject to the following terms and conditions:
 - (i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s only.
 - (ii) The responsibility of getting the loan sanctioned and disbursement as per the company payment schedule will rest exclusively on the allottee/s. In the event of the loan not being sanctioned or the disbursement is delayed, the payment to the company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee / s shall be governed by the provision contained in clause I as above.

B CONSTRUCTION AND COMPLETION

5. That the specifications for the unit are shown in the specification sheet as per Annexure “B”. Any additional/ better specifications for individual unit requested for by the allottee/s well in time, may be provided, if technically feasible, against additional payment, as demanded by the company.
6. That the specifications shown in the specifications sheet are indicative only and that the company may on its own provide additional / better specifications and/ or facilities other than those mentioned in the specifications sheet or brochures due to technical reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex / individual unit.
7. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case, the allottee / s insists for early completion of the flat the company shall try do the same. In such a case, the discount offered on advance payment shall proportionately be reduced but early completion of the unit shall in any case not be binding on the company.
8. That the drawings shown in the sale documents are subject to minor changes by the architect / company before or during the course of construction without any objection or claim from the allottee / s. Within the agreed consideration cost, the company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.) The unit shall, in particular, comprise of specifications as mentioned in the Specification Sheet.
9. That in consideration of the BSP and other charges mentioned in the Annexure A, the following facilities will be provided by the company.
 - (i) Expenditure in obtaining clearance from fire officer and provision of fire detection and fighting system/equipment as per standard norm.
 - (ii) Stand by generator for running the lift, tubes wells and water pumps, and other common facilities.
 - (iii) Provision of Generator Power back-up for the flat as mentioned in Annexure A. The running cost of the power back-up system to the apartments shall be borne by the allottee/s over and above the general maintenance charges. Separate meters will be provided for power backup usage consumption and backup charges will based on actual usage as per the meter reading.
 - (iv) The cost of External Electrification of the complex includes proportionate cost of sub-station, cost of transformer, main electrical panel and cost of cable up to the distribution box within the Complex.
 - (v) Membership in the recreational club in the complex. The club membership will be exclusively for residents of the complex. However residents will not have any ownership rights. The allottee/s will have to

- abide by the terms of membership of the club including payment of recurring annual / monthly charges as well as usage charges.
- (vi) Reserved Car parking space, as per Annexure A.
 - (vii) The company will offer, wherever possible, some pre-defined choices of internal layout options. For some of the options there may be an extra charge and such charges will be payable by the allottee. Also, in case, the allottee and company agrees to make certain customized changes to the Layout and/or Specification on the request of Allottee, such changes will have to be agreed upon in advance with the Company and a re-design fee will be payable by the allottee, if changes are accepted. Such customizations will be done only by the company through its approved vendors. Customizations that imply any external elevation change will not be permitted.

C. MAINTENANCE

10. That initially the Company will be maintaining the complex for a period of 5 years (unless otherwise mandated by any law), after which either the Company or the Residents Association (RWA) may exercise the option to revisit the maintenance contract. On completion of complex / allotted unit / offer of possession, whichever is earlier, an interest free Maintenance security (IFMS) towards the maintenance and upkeep of the complex shall be payable by the allottee/s to the company. The amount to be deposited, as IFMS will be Rs. 50 per sq. ft. of Super area. Interest from IFMS along with monthly maintenance charges payable by the allottee(s) will be used for upkeep and maintenance of the complex only. The date of commencement of maintenance and upkeep of the complex or part thereof shall be intimated by the company to the allottee/s and maintenance charges will be reckoned from that date. Further, a quarterly maintenance charge as intimated to the allottee/s by the company shall be payable by the allottee/s within 30 days of receiving the demand letter. Quarterly maintenance charges will be payable in advance with post dated cheques for the 12 month period. In case of delay in depositing of quarterly maintenance charges within this period, an interest @ 18% shall be charged for the period of delay. Moreover, the company / Allottee/s Association will be entitled to effect disconnection of services to defaulting allottee/s that may include disconnection of water /sewer, power backup, piped gas connection if any and debarment from usage of any or all common facilities within the complex. The company reserves the right to enhance the maintenance amount of the quarterly charges, should the charges fall insufficient for the proper maintenance of the complex. Once the Company seizes to maintain the complex, the IFMS amount to be transferred as IFMS from the company to the RWA would be the original amount. The company / RWA may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The allottee/s agree to sign the "Maintenance Agreement" if required with the company / RWA or with the agency undertaking the maintenance activity.

11. Operation and maintenance of various common services and facilities inside the Complex shall be managed by the Company / RWA or any other nominated Agency. The Allottee(s) shall and hereby agrees to enter into a Maintenance Agreement with the aforesaid Agency / RWA or Company for managing and maintaining the Common services and facilities. Further, the Maintenance Agreement inter alia shall contain the following :-
- (i) The full scope of Maintenance.
 - (ii) The Charges pertaining to the Maintenance of common facilities and services.
 - (iii) The period, the Maintenance Agency shall maintain this common services and facilities.
 - (iv) Maintenance of fire fighting arrangement in the complex.
 - (v) Maintenance of lifts.
 - (vi) Maintenance of swimming pool, Health center, club and services required in the complex.
12. That the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the allottee /s from the date of the possession. Further, the allottee/s will not undertake any modification work which damages any part of the building, the staircase, shafts, common passages, adjacent units/ etc. or violates the rules or bye – laws of the local Authorities or the Association of Allottee. Further, the allottee/s will not make/install any structure (permanent or temporary) that changes the external elevation of the buildings (such as changing the window, covering the balcony, painting the balcony with different colors, putting steel structures or awnings etc.). Only A/C units will be permitted in designated spaces. The allottee /s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the company will include the expenditure incurred in the rectification of damages to the allottees monthly maintenance bill.
13. That the IFMS shall become payable within 30 days from the date of offer of possession by the company, whether or not the allottee / s takes possession of his unit. In case of delay in payment of IFMS within this period, interest @ 18% p.a. shall be charged for the period of delay compounded quarterly..
14. That the central green lawns and other common areas shall not be used for conducting personnel functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same be used on cost sharing basis.
15. That the allottee/s will allow the complex maintenance teams to have full access to and through their unit and terrace area for the periodic inspections, maintenance and repair of service conduits and the structure.

D. TERMS OF NOIDA AUTHORITY

16. That the project is being executed by the company on Lease-hold Plot No. SC-01/D-02, Sector 79, NOIDA allotted by Noida Authority (NA) as per terms and conditions of the

Sub-lease Deed executed between NOIDA Authority (“Lessor”) AND M/s Kindle Developers Pvt. Ltd. (“Lessee”) AND M/s Golfgreen Residency Pvt. Ltd. (“Sub-lessee”). The said Sub-Lease Deed has been registered on 19th .October 2012 in the Sub-registrar’s office in NOIDA vide Registration no 5079 in Book No. I. Year 2012 The building plan on the said plot has been approved by NOIDA Authority vide its letter No. NOIDA//2013/IV-1395/658 dated 23/05/2013. conforming to the terms of conditions of the Sub-Lease Deed.

17. That upon completion of the Project, a Sub-Lease Deed of the allotted unit will be executed in favour of the allottee/s by the company. That upon the execution of the Sub-Lease deed, the allottee/s will be bound by the terms of the Noida Authority.
18. That all taxes or charges, present or future, on land or building levied by any authority or any Government organization from the date of booking shall be borne and paid by the allottee/s.
19. That the company shall be responsible for providing internal services within the complex, which include lying of roads. Water lines, sewer lines, electric lines and horticulture. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the complex to be connected to the internal services are to be provided by Noida Authority. External service connection charges will be chargeable as per actual basis.
20. That all terms and conditions of allotment between the company and Noida Authority will be mutatis mutandis applicable to the allottee/s.

E POSSESSION

21. That the sub Lease deed of the unit shall be executed in favour of the allottee /s by the company after the entire payment and dues in respect of the allotment are cleared by the allottee /s.
22. That all charges, expenses, stamps duty, official fees etc. toward Sub-Lease Deed including documentation, will be done by the allottee/s. If the company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee / s to the company, in case the stamp duty or other charges payable by the allottee / s to the Authority at the time of registration is discounted due to reason of prior payment of some / all charges by the company, such discount availed by the allottee /s shall be reimbursed to the company prior to registration.
23. That the allottee shall be entitled to possession of the Apartment only after all the amounts payable under this allotment are paid. The tripartite Sub-lease Deed with NOIDA is also to be executed and duly registered with the sub-registrar concerned within the time period allowed by NOIDA Authority, at the time of possession.

25. That the allottee / s shall get exclusive possession of the built – up area of his unit and the title of this area will be transferred along with proportionate undivided share in the land in the complex through a sub-lease deed. The allottee / s shall have no right, interest or title in the remaining part of the complex such as club, parking, park, etc. except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road. The right of usage of common facilities is subject to observance by allottee / s of covenants herein and up to date payments of all dues.
26. That super area computed for the flat as per this allotment letter is firm and adjustments if any, plus or minus (not exceeding 3%), to Super area will be made only in case of some variation in the final actual built-up area of the apartment or the built-up common area in the tower (lobbies, passages, lift wells, corridors, staircases etc.) at the time of possession. Proportionate adjustment in cost if any, plus or minus, will be made at the rate prevalent at the time of booking. Similar measurement and calculations will be done for exclusive lawn and terrace areas for ground floor and pent-houses respectively.
27. That for computation purposes, the units area being allotted on the basis of super area, which includes built –up covered area of the unit plus proportionate share of area falling under corridors, stairs, passages, lobbies, projection and architectural features, lifts, wells and rooms, munties, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the blocks of the complex. The build-up covered area of the unit includes the entire carpet areas of the unit, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common. The method of calculation of super area shall be binding upon all the parties.
- Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating saleable / super area of the unit, it is reiterated and specifically made clear that it is only the covered area of the unit which has been agreed to be sold and to which the allottee /s will have exclusive right and the inclusion of the common areas in the computation does not give any title thereto as such to the allottee/s.
28. In case any preferentially located unit ceases to be located, the company shall be liable to refund extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to minor changes/alterations without any objection from the allottee/s.
29. That the possession period agreed upon is only indicative and the company may offer possession before that date. In case of early possession, the balance installments shall become due immediately. The allottee / s has to take possession of the unit within 30 days of the written offer of possession from the company failing which the unit shall lie at the risk and cost of the allottee/s. In case of delay in delivery of possession beyond (Plus minus Six months and after adjusting any delay due to Force

Majeure clause which is beyond Company's control), which is attributable to the delay or negligence of the "Company", in that event the Company shall pay to the Allottee Rs. 5/- per sq.ft. per month for the first 3 months of delay, Rs 10/- per sq. ft. per month for the next three months and thereafter the rate of compensation will be increased to Rs 15/- per sq. ft per month till the offer for possession. Likewise, the allottee / s shall be liable to pay holding charges, in addition to his proportionate share of all the other charges like maintenance and power back-up, to the company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 30 days. The delay penalty is not applicable to the defaulter member.

30. The allottee/s has to make payment of the balance amount and take possession of the unit within 30 days of the written offer of possession from the company failing which the unit shall lie at the risk and cost of the allottee/s. Further, the allottee/s shall be liable to pay holding charges, at the rates to be intimated by the company, in addition to his proportionate share of all the other charges to the company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 30 days.
31. That the allottee/s after taking possession of the unit, after inspection of the same, shall have no claim against the company for any defect, shortcoming or deficiency there-in. However, for a period not exceeding 6 months from the date of notice of possession, any defect including electrical and/or sanitary fittings may be repaired/replaced by the builder, at its sole discretion, on allottee(s) making a request in this behalf.

F. GENERAL TERMS AND CONDITIONS

32. That the basis of calculating the proportionate charges payable by the allottee/s will be the proportion of the built up area of his unit to the total built up area of all units affected by that charge.
33. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter / speed post / email from the ID registered with the company . All demand notices, letters etc. posted at the given address, through Regd. A/D letter / speed post or sent on email ID registered with the company shall be deemed to have been received by the allottee /s.
34. That the company shall have the right to raise finance from any Bank/financial institution / Body Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institutions and for such an act the allottee/s shall not have any objection and the consent of the allottee/s shall be deemed to have been obtained for doing the same during the construction of the complex. Notwithstanding the fore going, the company shall ensure to have any such charge, if created, vacated on completion of the complex and, in such a case, before transfer / conveyance of the title of the unit to the allottee /s.

35. That the allottee /s agree to furnish his permanent Account Number (PAN) or Form 60, as the case may be, within 30 days from the date of execution of this Allotment Letter, if not furnished earlier.
36. That the allottee /s may undertake minor internal alterations in his unit only with the prior written approval of the company. The allottee/s shall not be allowed to effect any of the following changes / alterations:
- (i) Changes which may cause damage to the structure (Columns, beams. slab etc) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee/s will get the same repaired failing which the cost of repair will be recovered from the allottee.
 - (ii) Changes that may affect the façade or common areas of the building e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint color of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the cost of the allottee/s.
 - (iii) Making encroachments on the common spaces in the building.
37. That allottee /s shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other allottee/s in the complex.
38. That in case of transfer of allotment / ownership of unit, a transfer fee as prescribed by the company, shall be payable by the allottee/s to the company.
39. That the Development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the company like non- availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as result of any notice, order, rule, notification of the Government / Court of Law/ Public/ competent Authority or any other reason beyond the control of the company & any of the aforesaid events, the company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the company will be entitled to use alternative / substitute materials without any claim from the allottee /s.
40. That in case of NRI buyers, the observance of the provisions of the foreign exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee /s.

41. That the amounts paid by the allottee / s to the company to the extent of 10% of the cost of the unit shall constitute the earnest money which may be forfeited in case of non-fulfillment of the terms of allotment.
42. That the allottee / s has fully satisfied himself / herself about the interest and the title of the company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee/s in this respect.
43. That the allottee/s agrees that they shall have no right to object to the company in increasing the number of floors in the existing 2 towers (A & B), within the limits of the structural design capability of the building. However, no additional towers will be built in this project. The allottee/s also agrees that they shall have no right to object in alteration / shifting of the facility areas within the complex.
44. That all charges payable to various departments for obtaining service connections to the individual residential units will be payable by the allottee/s,. For water and electricity, all costs pertaining to laying of pipelines, pumps, motors, cables, panels, transformers, etc. will be provided by the company and are covered under the BSP and EEC (Within Complex). However, any security deposit / meter cost towards the electricity/water connection (individually or centrally), will be payable by the allottee/s (in case of centralized connection, it will be payable on a pro-rata basis).
45. That in case of joint application, the company may, at its discretion, without any claim from either of the allottee(s), do the correspondence with any one of the joint allottee / s. Such correspondence shall be deemed to be done with all the allottee(s). .
46. That for all intents and purposes, singular includes plural and masculine includes feminine.
47. That all disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.
48. That all disputes or disagreements arising out of in connection with or in relation to this allotment, which cannot be amicably settled, be finally decided by arbitration and the arbitrator in such a case shall be the Architect of this project.
49. That in case of any dispute between the co-allottee /s, the decision from the competent court shall be honored by the company. In such event, till the time of the court decision, any kind of charges including maintenance charges, shall be payable by the co-allotees proportionately to the company / RWA / or any other appointed third agency.

For GOLFGREEN RESIDENCY
PRIVATE LIMITED

(Authorised Signatory)

ALLOTTE/S

Witnesses 1: _____

NAME:

ADDRESS:

Witnesses 2: _____

NAME:

ADDRESS: