

This agreement is made on _____ at Noida - U.P.

BETWEEN

M/s GreatValue Projects India Ltd. a Company duly constituted and registered under Companies Act, 1956, having its office at 6th Floor, BlockNo.2, PlotNo.2B, Sector-126,Expressway, Noida-201301(U.P),herein after referred to as the Developer (which expression shall unless repugnant to the context -or meaning thereof mean and include its successors in interest, assigns and legal representatives)through its director/authorized signatory,.....of One Part.

AND

Mr. _____ S/o _____ R/O _____

GreatValue Projects India Ltd.

Authorized Signatory

Allottee(s) Signature

Please refer to your application dated 01-Jun-2010 for the allotment of a residential Unit in group housing project, namely "Sharanam" situated at GH 02, Sector 107, Noida (UP) herein after referred to as Complex.

We are now pleased to allot you a Unit in the Complex (herein "Said Unit") as per details given below and in annexure I & II.

This allotment is subject to the terms and conditions of the Allotment Certificate & Agreement detailed below and shall prevail over all other representations, assurances, orally or otherwise, given in the brochures, advertisement, price list or in any other sale document and the same shall be binding upon the Allottee/s and the Company.

You are requested to quote the Allotment No. as aforesaid in all future communications with us.

UNIT DETAILS

Unit No. _____; Floor _____; Type _____; Block _____

Carpet Area _____ (Sq.Ft./Sq.mtr.); Balcony Area- _____ (Sq.Ft./Sq.mtr.)

Total Super Area _____ (Sq.Ft./Sq.mtr.) Side Terrace **N.A.**; Roof Terrace **N.A.**;

Private Lawn _____;

Basic Price: Rs. _____ (Rupees _____)

Booking amount: Rs. _____ (Rupees _____)

Paid vide Receipt no.:-

Dated:-

Rs. -

Paid vide Receipt no.:-

Dated:-

Rs. -

(The Allotment Certificate & Agreement is subject to realization of the booking amount cheque/draft)

(All calculations are based on 01 Sq.mt. = 10.764 Sq.ft. Area)

GreatValue Projects India Ltd.

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Allottee(s) Signature

WHEREAS

A. 1. The recitals, annexure/s and schedules to this agreement shall form an integral part of this Agreement.

2. In this Agreement, unless the context otherwise requires:

- a) Headings are for convenience only and shall not effect interpretation;
- b) Words denoting the singular number shall include the plural and vice versa;
- c) Words denoting any gender shall include all genders;
- d) Words denoting persons shall include bodies of persons and corporations and vice versa;
- e) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- f) References to any Party shall include the party's successors and permitted assigns;
- g) References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time;
- h) Documents executed pursuant to this Agreement form part of this Agreement;
- i) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- j) Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
- k) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously

B. The Company is developing a Group Housing Project, namely "Sharanam", situated in Sector 107, Noida, Uttar Pradesh (herein "Complex") on the leasehold land, admeasuring 72925 Sq.mts. approx allotted by New Okhla Industrial Development Authority (NOIDA) for development, marketing and sale of residential units to be constructed thereon.

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C. The Allottee/s has been provided by Company all the relevant information, documents, approvals, permission, licenses, site map and such other credentials with respect to the ownership, right, interest, competency etc. of the Company. The Allottee/s has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Company in the land on which the Complex is being developed, and have understood all limitations and obligations of the Company in relation thereto.

D. The Allottee/s has confirmed to the Company that it is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Complex and in particular, of the terms and conditions of allotment of the Said Unit by the Company, and has clearly understood his/her rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment, while deciding to execute this Agreement.

E. The Company, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Said Unit in the Complex on the terms and conditions appearing hereinafter.

F. The Allottee acknowledges that the Company has readily provided all the information, clarifications etc., as required by them, and that the Allottee has relied solely on its/their own judgment and investigation while deciding to execute this Agreement. No other oral or written representation or statement shall be considered to be part of this Agreement

G. It is only after Allottee/s signs and executes this Allotment Certificate & Agreement then the allotment shall become final and binding upon the Company. If however, Allottee/s fails to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company then the allotment shall be treated as cancelled only at the sole discretion of the Company and the Earnest Money (defined hereinafter) paid by Allottee/s shall stand forfeited. Further this allotment shall be automatically cancelled, if the booking amount cheque is not realised on its presentation with Bank.

NOW, THEREFORE, THIS AGREEMENT IS WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

GreatValue Projects India Ltd.

Authorized Signatory

Allottee(s) Signature

A. DEFINITIONS

"Common Areas" shall mean all easements, rights and appurtenances, belonging to the land on which Complex is located, utility corridor, shafts, lobbies, stairs, roads & paths, entrance and exits of building, and green spaces provided in the Complex.

"Complex" shall mean the residential group housing complex to be developed by the Company on leasehold land allotted by New Okhla Industrial Development Authority (NOIDA) situated at Plot No G H-02, sector 107, Noida, Distt Gautam Budh Nagar, Uttar Pradesh.

"Earnest Money" means an amount equivalent to 10% of the Basic Price of the Said Unit.

"Holding Charges" means the administrative expenses of the Company to hold the Said Unit, if the Allottee/s fails to take actual physical possession of the Said Unit after expiry of period specified in the offer of possession.

"Person" means any individual, Company, corporation, partnership, government or governmental authority or agency or any other legal entity.

"Preferential Location" means units facing or abutting green areas, roads wider than 12 mtrs. and any other location as may be specified/designated as Preferential Location by the Company.

"Safeguard Charges" means the charges towards guarding the Said Unit against encroachments/trespassing by the third party (ies), in case Allottee/s fails to take actual & physical possession of the Said Unit after expiry period specified in the offer of possession. It does not include guarding or safekeeping of fitments and materials used in the Said Unit construction.

B. PAYMENT

1 a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment / payment as per the schedules are not paid when it becomes due, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s shall have no lien on the Said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation/penalty. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% per annum on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the Said Unit in case the Said Unit has not been allotted to some one else. In such a situation an alternate unit/property, if available, may be offered in lieu of the same.

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b) It is clarified that in default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payments till date and then sequentially against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.

c) The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will only be made out of the sale proceeds, when realised from the re-allotment of the Said Unit. If, for any reason, the re-allotment or sale realisation from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.

2. a) For Said Unit/s at Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall be payable by the Allottee/s.

b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the Said Unit ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted at the time of Final Demand Notice. If due to any change in the layout plan, the Said Unit becomes located at Preferential Location, then the Allottee/s shall pay PLC as applicable, and as may be demanded by the Company.

3. The Allottee/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of Said Unit, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc. after adjustment of interest accrued on the delayed payments (if any), provided that the basic price of Said Unit (as applicable then), upon its re-allotment to any person (s), is received. If, for any reason, the re-allotment or sale realisation from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.

4. In the event of cancellation of the booking within 30 days or before the execution of Allotment letter but not later than 30 days from the date of booking, the Company shall refund the full payment made by the client against the particular booking within a period of 30 days of his/her having completed all the formalities of the cancellation procedure.

The intending Allottee/s has understood that if he/she cancels the booking after execution of the Allotment Letter, the company shall refund the payment after deducting 10% of the booking amount paid by the Allottee within a period of 30 days of his/her having completed the formalities of the cancellation procedure.

5. In-case the Allottee/s wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Said Unit, the Company shall facilitate the process subject to the following:

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a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee/s only and the Company shall have no liability or obligation whatsoever.

b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per the schedule, shall be ensured by the Allottee/s, failing which, the Allottee/s shall be governed by time provisions contained in Clause 1 as above.

c) In case of default in repayment of dues of the financial institution/agency by Allottee/s, the Allottee/s Company may cancel the allotment of the Said Unit (the Allottee hereby authorised the Company for this purpose) and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency on receipt of such request from financing agency without any reference to Allottee/s. Any balance amount due to the Allottee/s (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 3 above

C. CONSTRUCTION & COMPLETION

1. The construction of the said unit is ready for Possession for 1st Phase and 2nd Phase (Towers J K L M N by August'2017 & Towers O P Q R by December'2017) with a grace period of 6 (Six) months subject to force majeure conditions (defined herein after); restraints or restrictions from any courts /authorities; and circumstances beyond the control of the company and also subject to timely payment by the allottee/s, in terms thereof. No claim by way of damages/compensation shall lie against the company in case of delay in handing over possession of the said unit on account of the aforesaid reasons. 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.

2. In case the company is unable to construct/ deliver the possession of the apartment within the stipulated time frame, subject to aforesaid reason, the company shall compensate the intending allottee/s for delayed period @ Rs. 5/- Sq.Ft per month subject to regular and timely payment by the Allottee/s.

3. In case the Said Unit is omitted due to change in the lay-out plan/building plan or the Company is unable to transfer/ handover the same to the Allottee/s for any reason, whatsoever, beyond its control including Force Majeure Conditions then the Company may offer an alternate unit/property and in the event of non-acceptability by the Allottee/s or non-availability of alternate unit/property, the Company may at its discretion refund only the actual amount received from the Allottee/s till then (within the timeframe as may be mutually agreed) and shall not be liable to pay any damages/compensation or interest to the Allottee/s, whatsoever. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Unit or alternate unit/property.

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4. The final super area of the Said Unit will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area beyond 1%, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the super area varies up to 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of Said Unit and in case super area varies beyond 10%, then the current rate as per the official price list of the Company prevailing on the date of intimation of such variation by the Company shall be applicable on the entire variation. It is clarified that neither party is liable to pay the other, any interest on amounts so calculated, which shall become payable at the time of offer of possession/FDN. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party.

However, only in case of variation exceeding 10% of allotted super area, the Allottee/s may have the option to get his/her/their allotment cancelled. This option will have to be exercised in writing within thirty (30) days of intimation by the Company indicating his/her/their non consent/objections to such variations and no response shall be considered as deemed acceptance. The terms of refund as mentioned in Clause C (3) under headings "Payments" will apply except forfeiture of Earnest Money.

5. The Built-up-area of the Said Unit shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common. Built-up-area will include 100% of balcony area, 100% of that part of the terrace area which is covered by projection at slab level and 50 % of all projections.

6. The layout plan/drawings are tentative, as shown in the sales literature, which may be revised at the discretion of the Company without any objection from the Allottee/s. The layout plan/drawings may be revised due to technical, regulatory or for any other reasons, and if due to the said revision, the location/super area of the Said Unit is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.

7. The specifications as mentioned in the specification sheet are indicative only and the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to popular demand or for reasons of overall betterment of the Complex /Said Unit or reasons of non availability. The proportionate cost of such changes shall be borne by the Allottee/s and there shall be no objection or claim in this regard from the Allottee/s.

8. The Price mentioned in the Allotment Letter is escalation free and company is committed to deliver the unit at the price committed to Allottee/s at the time of allotment. In the event of any unforeseen incidents, the Company can take a sufficient grace period.

9. The Company within the agreed consideration shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The Said Unit shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Said Unit.

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10. Expenditure on provision of Telephone facilities, State Govt. Electricity Meter, Electronic Security System, LPG Pipe Gas System or any other common services / facilities apart from those already paid for by the Allottee/s shall be charged extra from the Allottee/s.

D. POSSESSION

1. Upon the completion of construction of the Said Unit excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession/Final Demand Notice (herein "FDN") to the Allottee/s. Final Finishing means and includes painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the Said Unit will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements as envisaged herein.

2 (a) The possession of the Said Unit will be given after execution of Transfer/Sub Lease Deed, subject to (i) Force Majeure Conditions, and, (ii) payment of all the amounts due and payable by the Allottee/s up to the date of such possession including maintenance charges, IFMS (defined hereinafter) and stamp duty and other charges etc. to the Company.

(b) The Allottee/s has to make up to date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee/s has to take possession of the Said Unit within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Company failing which the Said Unit will lie at the risk and cost of the Allottee/s. In other words, possession of the Said Unit shall become due on the date of expiry of the Said Period (herein "Possession Due Date"). The Allottee/s understands and agrees that the Maintenance charges (defined hereinafter), Holding charges, Safeguard charges, other charges etc. as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee/s takes possession of his/her/their Said Unit.

(c) The Allottee/s understands and agrees that in the event of his/her/failure to take over the possession of the Said Unit beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable Holding charges, Safeguard charges, Maintenance Charges, other charges etc, the Said Unit will be handed over to the Allottee/s on "as is where is" basis. The Allottee/s further agrees not to raise any claim, dispute etc in this regard at any time (present or future) whatsoever.

3. Upon the Allottee/s taking possession of the Said Unit, the Allottee/s shall not raise any dispute and/or make any claim, whatsoever, in respect of the Said Unit against the Company and shall be entitled to use and occupy the Said Unit for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has cleared all dues and the Sub Lease deed/Transfer Deed has been executed and registered in his/her/their favour.

4. The Allottee/s agrees and undertakes to sign the standard format of Possession document/s, Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay charges towards insurance, IFMS, stamp duty and other charges etc. at the time of offer of possession/FDN.

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5. The possession date of the Said Unit as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment/s and other charges mentioned herein shall become due immediately.

6. The Allottee/s shall pay in respect of his/her/their Said Unit all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these charges in bulk to any public or private agency, then it shall be liable to recover the same on pro rata basis from the Allottee/s.

7. If the Company provides infrastructure for Broad Band, telephone, cable TV etc., the Company is entitled to recover the cost on pro-rata basis from the Allottee/s.

E. MAINTENANCE

1. On completion of construction work of Said Unit and/or offer of possession or Possession Due Date (defined hereinbefore) of Said Unit, whichever is earlier, an Interest-Free Maintenance Security (herein "IFMS") towards the maintenance and upkeep of the Complex shall be payable by the Allottee/s of the Said Unit. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Company, whether or not the Allottee/s takes possession of Said Unit. In case of delay in payment of IFMS within this period, interest @ 18% p.a. shall be charged for the period of delay.

2. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the Company or any other nominee/agency/association(s) or other body as may be appointed/nominated by the Company (hereinafter referred to as 'the Maintenance Agency') from time to time for the maintenance and upkeep of various common services and facilities (excluding internal maintenance of the Said Unit) in the Complex and pay charges for same based on the size of the Said Unit (herein "Maintenance Charges"). However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them from their obligation to pay the Maintenance Charges and other related charges. The Allottee/s acknowledges and agrees that Company/Maintenance Agency reserves the sole right to modify/revise all or any of the term(s) of the Maintenance Agreement and the Allottee/s further agrees not to raise any objection to the same.

3. Commencing from the date notified by the Company for taking over possession of the Said Unit, as aforesaid, the Allottee/s agrees to pay to the Company or Maintenance Agency, Maintenance Charges to be determined at the said time on the basis of size of the Said Unit. The Allottee/s understands and agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc. on Maintenance Charges and outsourced services shall be on the Allottee/s.

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4 The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/Maintenance Agency, irrespective of the fact, whether the Allottee/s is in occupation of the Said Unit or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to determine/collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.

5. (a) In case of failure of the Allottee/s to pay the Maintenance Charges on or before the due date, the Allottee/s is permitting the Company/ Maintenance Agency to deny him/her maintenance services and the Company/Maintenance Agency will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer, power, power back up etc. and debarment from usage of any or all common facilities within the Complex. Further, non-payment of Maintenance Charges will constitute a breach of the terms contained herein by the Allottee/s.

(b) In the event the Maintenance Charges, other charges/dues etc. are in arrears for more than consecutive three months then the Company shall have the right to cancel the allotment/sub-lease(as the case may be) by a notice in writing to the Allottee of 30 days (herein "Notice Period"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall be withdrawn. As a result of such cancellation, the amount paid by the Allottee may be forfeited in favour of the Company.

6. The Company/Maintenance Agency will maintain the Complex till the maintenance is handed over to the Allottees Association or for a period of 1 year from the date of completion of the Said Unit or offer of possession, whichever is earlier. The Company is not bound to maintain the Complex beyond a period of one year from the date of offer of possession, as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees and undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, Company is authorised to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc. along with interest accrued thereon and other charges/deposits borne by the Company with respect to the Said Unit to the Allottee/s and discontinue maintenance thereof. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance and upkeep of the Complex even after the said period of one year (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association. Further, it is clarified and understood by the Allottee/s that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.

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7. The Allottee/s will neither himself do nor permit anything to be done, which damages the Common Areas, adjoining Said Unit etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the Company/Maintenance Agency, failing which, the Company may recover the expenditure incurred in rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.

8. It shall be incumbent on each allottee to form and join a common association comprising of the allottee(s) of the Complex for the purpose of management and maintenance of the Complex. Only the management and maintenance of common services of Complex will be transferred to the Residential Welfare Association ("RWA") on such terms and conditions as the Company would deem fit and proper. Facilities like club, swimming pool etc., if provided, shall not be handed over to the RWA and will be owned by the Company. The Company reserves its right to assign/sell these facilities to any person/s and/or individual, as the case may be, and on such terms and conditions as the Company would deem fit and proper.

9. The Common Areas, common lawns, parks etc. shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.

10. The Allottee/s or its nominees/agents/employees etc. shall at all times comply with the rules and regulations as may be formulated/laid down by the Company or Maintenance Agency.

11. The internal maintenance of Said Unit including walls and partitions, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or Possession Due Date, whichever is earlier.

12. The Company/Maintenance Agency/RWA shall have right to full access to and through the Said Unit and terrace area/attached lawn for periodic inspection/carrying on the maintenance and repair of service conduits and the structure.

F. TERMS OF NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY ("NOIDA")/OTHER COMPETENT AUTHORITY

1. The Complex is being developed by the Company on leasehold land allotted by New Okhla Industrial Development Authority (NOIDA).

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Allottee(s) Signature

2. The Allottee/s shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, lease rent etc of any nature whatsoever, by any local administration, State, Government, Central Government on the Complex/Said Unit by virtue of any notification or amendment in the existing laws (including any levy of any additional charges payable to NOIDA/Competent Authority(ies)), any other taxation etc. and/or any increase therein effected , on pro-rata basis. One time lease rent, if paid, will proportionately be borne by the Allottee/s.
3. The Company shall be responsible for providing internal services within the Complex, which include laying of roads, water lines, sewer lines, electric lines etc. 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/other Competent Authority (ies). The Allottee/s acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/NOIDA/other Competent Authority(ies) in the Complex are beyond the control of the Company and the Allottee/s agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee/s that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Complex.
4. The Allottee/s shall abide by all terms and conditions of NOIDA and/or competent authority(ies), if any in respect of the Complex/Said Unit.
5. On execution of the Sub-Lease Deed in favour of the Allottee/s by the Company, the Allottee/s, as sub lessee, shall be bound by the terms of NOIDA (Lessor), including payment of lease/ground rent, transfer charges etc.
6. All terms and conditions of NOIDA of allotment of land on which the Complex/Said Unit is to be developed shall be mutatis mutandis binding upon the Allottee/s.

G. SUB LEASE DEED/TRANSFER DEED

1. The execution of Transfer/Sub Lease Deed of Said Unit shall be subject to that up to date payment of all the amounts due and payable by the Allottee/s including Maintenance Charges, IFMS, stamp duty and other charges etc. to the Company. The Allottee/s undertakes to execute and get register the Transfer/Sub Lease Deed in respect of the Said Unit within 30 days from the date of intimation by the Company in writing, failing which, Allottee/s authorises the Company to cancel the allotment and forfeit the Earnest Money, interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-allotment/re-sale of the Said Unit.

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2. All charges, expenses, stamp duty, registration fee and 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, 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.

3. The Allottee/s shall get exclusive possession and title of the built-up area of the Said Unit through Sub-Lease deed along with proportionate undivided and impartible lease hold rights in the land underneath the building, wherein Said Unit is/will be located.

4. Prior to execution of Transfer/Sub Lease Deed, any interest/rights of allotment, as stipulated herein, shall not be assigned by the Allottee/s without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s, up to date payment of dues under all various heads mentioned herein and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee(s) & such other administrative/processing fees/other charges as may be prescribed by the Company from time to time. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of this agreement to restrict nomination/transfer/assignment of the allotted Said Unit by any authority, the Company will have to comply with the same and the Allottee/s has specifically noted the same. If the Allottee/s is either a firm or a Company, it has also understood that the change in majority of proprietary interest in partnership firm/Company will require prior approval of the Company and shall be subject to applicable transfer fee(s). It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee/s shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee/s as may be prescribed by the Company.

5. For any subsequent transfer of the Said Unit by way of Sale or otherwise by the Allottee/s, after execution and registration of Transfer/Sub Lease Deed in his/her/their favour, the Allottee/s shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and pay of such Administrative Charges as may be prescribed, as the case may be.

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H. INDEMNIFICATION

The Allottee/s / the Company shall indemnify and keep each other and their agents, employee/s, representative/s, estate and effect indemnified and harmless against all actions, proceedings of any losses, costs, charges, expenses, losses or damage or suffered by or caused to either, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and/or due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Said Unit.

I. SEVERABILITY

If any provision hereof is determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution hereof.

J. FORCE MAJEURE CONDITIONS

The Company shall not be held responsible or liable for not performance or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the Company/could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care/does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder; including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the Company.

K. GENERAL TERMS AND CONDITIONS

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd. A/D letter. All demand, notices, letters etc. posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been received by the allottee/s.

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2. The Allottee/s shall make all payments through Demand Draft/cheque drawn in favour of "GreatValue Projects India Limited" payable at New Delhi or as may be directed by the Company.

3. The Allottee/s shall not use or allow to be used the Said Unit for any purpose other than residential or any activity that may cause nuisance to other allottee/s in the Complex. In case the Allottee desires to carry out modifications, alterations, in the structure/building of the Said Unit, the same shall be made in accordance with the sanctioned plans/revised sanctioned plans and in accordance with building bye-laws and other applicable laws.

4. The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the Common areas, common amenities/facilities etc. of the Complex.

5. Upon the Allottee/s taking possession or Possession Due Date of the Said Unit, the Allottee/s shall have no claim against the Company in respect of any item or work in the Said Unit or for any design, area, specifications, location, building materials used or for any other reason, whatsoever and he/she/they shall be entitled to the use and occupy of the Said Unit for residential purposes without any interference but subject to the terms and conditions, contained herein.

6. The Allottee/s agrees and undertakes that he shall on taking possession or after Possession Due Date of the Said Unit, have no right to object to the Company constructing or the construction done by other allottee in a reasonable manner, adjoining the Said Unit. The Allottee/s shall not object to any consequences of such increase in construction in the adjoining area in the layout or in reduction in green area etc.

7. The Company has made clear to the Allottee/s that it shall be carrying out extensive development/construction activities for many years in future in the Complex and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the Complex. The Allottee/s has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said.

8. The Allottee/s shall have no right, interest & title in the remaining part of the Complex such as club, parking, park etc. except the right of usage of common passage/roads/Common Areas, as defined hereinabove, and carved out in the Complex as per sanctioned lay out plan.

9. The Allottee/s agrees and understands that he/she/it/they shall not have any right in any community facilities, commercial premises etc., if any constructed in the Complex. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises etc. to any Person/s and also in their operation and management.

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10 The Allottee/s may undertake minor internal alterations in the Said 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, slabs etc.) of the block or the Said Unit or to any part of adjacent Said Units. In case damage is caused to an adjacent Said Unit or Common Areas, the Allottee/s will get the same repaired failing which the cost of repair may be deducted from the Allottee/s IFMS.

ii) Changes that may affect the facade or Common Areas of the Complex building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour 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.)

iii) Making encroachments on the common spaces in the Complex building.

iv) The Allottee/s shall have to install the air conditioning Said Unit as per provisions made in the Said Unit by the architect and approved by the Company. If any Allottee/s deviates from the plan and effect dismantling on the external side, he has to remove and make well the same at his own cost or the Company will do it and the cost may be adjusted in the IFMS. The Allottee/s shall always keep the company indemnified and harmless in this regard.

11 The Allottee/s will be offered membership of the recreational club, if provided, in the Complex at a prescribed rate but will not have any ownership right on the club or club lawns. 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.

12. The Allottee/s understands and agrees that in case of breach of any terms and conditions contained herein then besides and without prejudice to Company's rights available herein/under common law, the Company shall have right to cancel the allotment of the Said Unit and forfeit the Earnest Money. As a result of such cancellation, the refund (if any), subject to adjustment of dues under various heads, as stipulated herein will be governed by the Company's policy.

13 The Allottee/s agrees that for the purpose of calculating the basic price of the Said Unit, the Super Area shall be the covered area/built-up area; inclusive of the area under the periphery walls, area under columns and walls within the Said Unit, half of the area of the wall common with the adjoining Said Units, cupboards, plumbing shafts adjoining the Said Unit, balconies and terraces plus proportionate share of the areas utilised for common use and facilities like corridors, stairs, lobbies, lift walls, munties and other common spaces. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the Said Unit, it is specifically provided by the Allottee/s that it is only the inside space in the Said Unit, that has been agreed to be transferred and the inclusion of the common areas in the computation of the super area does not give any title therein as such to the Allottee/s, except the right of usage of the same along with other occupants of the Complex. All common areas and surfaces including the common spaces, top terraces, parking, common parks, etc. shall continue to remain the property of the Company.

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14. The Company may construct servant rooms (or dormitories) and storage spaces within the Complex. The consideration/cost payable for these spaces will be charged extra at a rate notified at the time of offer of the same.

15. The Allottee/s understands and agrees that exclusive usage rights of covered/open parking space shall be allotted on extra cost as fixed by the Company. Further, one parking is compulsory. The Allottee/s agrees to abide by the Company Parking Policy.

16. The Allottee/s agrees and undertakes to pay the applicable Service Tax on Said Unit over and above the Basic Price as may be intimated by the Company.

17. Any alteration/s or addition in the terms and conditions without the prior consent/approval of the Company shall render the alteration/s or addition null and void for all purposes.

18. It is clarified by the Company that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Complex are proposed to be designed & installed on the basis of diversity factor considering group diversity @ 55% to which the Allottee/s understands and agrees. The Allottee/s agrees that he/she/they, either singly or in combination with other allottee/s in the Complex shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Company to different Allottee/s.

19. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Complex viz. Cable, intercom, gas supply, Dish TV etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Complex. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.

20. In case of application/s with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed sufficient for all purposes.

21. In case of Non Resident Indian/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer/Sub Lease deed of immovable property in India shall be the responsibility of the Allottee/s. The Allottee/s understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard.

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22. In case of any dispute between the co-allottee/s, the decision from the competent court shall be honoured by the Company.

23. In the case of any conflict between the terms contained herein and the terms/specifications mentioned in Company's sale brochures/CD walk through, advertisement(s) and other sale document(s) then the terms contained herein will prevail.

24. The Allottee/s agrees & undertakes to pay the Stamp Duty/Registration Fee and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement; Maintenance Agreement etc.

25. It shall be mandatory on the applicant(s) to provide PAN No./GIR No./Form 60 (duly complete in all aspect) while filling in the application form. For delay arising on account of incomplete form, the payment schedule shall not be affected and the Applicant(s) Allottee(s) shall be liable to pay the interest accruing on this delay.

26. The Company's sale brochure/CD walk through/Advertisement/s and other sale documents are purely conceptual & are not a legal offering. Further, the Company reserves its rights to add/delete/modify any particulars/details/specifications etc., provided therein.

L. COPIES OF THE AGREEMENT

1. Two sets of this agreement are being executed on a non-judicial stamp paper of Rs. 100/- and the Company shall retain one copy for reference and record and the Allottee/s shall retain another one.

M. JURISDICTION & LAWS OF INDIA

1. All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at New Delhi shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto.

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2. That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

The contents of this document regarding flat /unit /price /area /specification /project details etc. are subject to provisions of Real Estate (Regulation and Development) Act 2016, its Bye Laws & Rules and their implementation by the concerned Statutory Authorities.

COMPANY'S WITNESS

For GreatValue Projects India Ltd.

1.....

2.

(Authorised Signatory)

ALLOTTEE'S WITNESS

1.....

2.

(Allottee/s Signature)