

उत्तर प्रदेश UTTAR PRADESH

BV 910151

This Stamp Paper of Rs. 100/- forms Part & Parcel of the Allotment Letter issued by MS PANCHSHEEL BUILDTECH PRIVATE LIMITED in favour of

MRS. SANGEETA & MR. BHASKAR KANUNGO

for

Apartment No. 1201; Type 3B/R; Floor 12th; Block T-7; Leasable Area 1440 Sq.Ft. Built Up Area 1130.18 Sq.ft.

in the project known as **PANCHSHEEL HYNISH**, situated on Plot No.GH-08A, Sector-1, Greater Noida, Distt.-Gautam Budh Nagar (U.P)



Allottee(s)

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-6 FEB 2014

क्रम सख्याविकय की तिर्दे	0 1 20
स्टाध्य क्रथ करन का प्रयोजन	*******
स्टाय क्रेता का नाम च.पूरा बता	
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Panchsheel Buildtech Pvt. Ltd. Corp. Off.: H-169, Sector-63, Noida - 201 301 (U.P.)

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PANCHSHEEL HYNISH ALLOTMENT LETTER

Dated: 28-04-2014

To,

MRS. SANGEETA MR. BHASKAR KANUNGO R/o71/9, 3RD FLOOR, KISHANGARH, VASANT KUNJ, NEW DELHI-110070.



Dear Sir/Madam,

This is with reference to your Application No.752 dated 28/03/2014 with M/s Panchsheel Buildtech Pvt. Ltd. having its administrative office at H-169, Sector-63, Noida (U.P)(hereinafter referred to as the Company) for allotment of a residential Apartment in Panchsheel Hynish, Greater Noida.

We are pleased to inform you that we have allotted you an Apartment in "Panchsheel Hynish", situated at Plot No.-GH-08A, Sector-1, Greater Noida as per details below.

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.

APARTMENT DETAILS

Type 3B/R, Apartment No. 1201; Floor 12^{th} ; Block T-7; Leasable Area; 1440 Sq.ft.

Build Up Area: 1130.18 Sq.ft. situated in "Panchsheel Hynish" on Plot No.-GH-08A, Sec-1, Greater Noida (hereinafter referred to as "The Apartment")

- BASIC PRICE (Inclusive of Preferential Location Charges (PLC) if any) Rs. 44,79,840.00 (Rupees Forty Four Lakhs Seventy Nine Thousand Eight Hundred Forty Only)
- PAYMENT PLANS

Company

Booking Amount: paid vide Receipt No.49735, 49736)

Rs. 15,21,234.00

(The Allotment Letter is subject to realization of the booking amount cheque /draft.)

Allottee(s)

Construction Link Payment Plan- A		
At the time of Booking	15% of (BSP+PLC+PARKING)	Rs
Within 45 days from the date of booking\Sanction of Plans	10% of (BSP+PLC+PARKING)	Rs
On Foundation of Block	10% of (BSP+PLC+PARKING)	Rs
On casting of 1 st floor Roof Slab of Block	8% of (BSP+PLC+PARKING)	Rs
On casting of 4 th floor Roof Slab of Block	8% of (BSP+PLC+PARKING)	Rs
On casting of 7 th floor Roof Slab of Block	8% of (BSP+PLC+PARKING)	Rs
On casting of 10 th floor Roof Slab of Block	8% of (BSP+PLC+PARKING)	Rs
On casting of 13 th floor Roof Slab of Block	8% of (BSP+PLC+PARKING)	Rs
On casting of 16 th floor Roof Slab of Block	8% of (BSP+PLC+PARKING)	Rs
On casting of 19 th floor Roof Slab of Block	7% of (BSP+PLC+PARKING)	Rs
On Casting of Top/Terrace Floor Roof Slab of Block	5% of (BSP + PLC+PARKING)	Rs
At the time of possession	5% of (BSP + PLC) +	Rs.
	IFMS + Other charges	
	TOTAL	Rs



Allottee/s Allottee/s

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Flexi Payment Plan- B		
At the time of Booking	15% of (BSP+PLC+PARKING)	Rs
Within 45 days from the date of booking\Sanction of Plans	30% of (BSP+PLC+PARKING)	Rs
On Foundation of Block	10% of (BSP+PLC+PARKING)	Rs
On casting of 1st floor roof slab of the Block.	5% of (BSP+PLC+PARKING)	Rs
On casting of 4 th floor Roof Slab of Block.	5% of (BSP+PLC+PARKING)	Rs
On casting of 7 th floor Roof Slab of Block.	5% of (BSP+PLC+PARKING)	Rs
On casting of 10 th floor Roof Slab of Block.	5% of BSP+PLC+PARKING)	Rs
On casting of 13 th floor Roof Slab of Block	5% of (BSP+PLC+PARKING)	Rs
On casting of 16 th floor Roof Slab of Block	5% of (BSP+PLC+PARKING)	Rs
On casting of 19 th floor Roof Slab of Block	5% of (BSP+PLC+PARKING)	Rs
On Casting of Top/Terrace Floor Roof Slab of Block.	5% of (BSP+PLC+PARKING)	Rs
At the time of offer of possession	5% of (BSP+PLC+PARKING)+ IFMS + Other charges	Rs
	TOTAL	Rs



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Allottee/s

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Semi Flexi (50%:50%) Payment Plan- C		
At the time of Booking	10% of (BSP+PLC+PARKING)	Rs.4,67,984.00
Within 60 days from the date of booking	40% of(BSP +PLC+PARKING)	Rs.18,71,936.00
At the time of offer of possession	50% of (BSP+PLC+PARKING) IFMS+ Othercharges	Rs.23,68,720.00
	TOTAL	Rs.47,08,640.00

Note: Service Tax as applicable will be payable extra with each payment.

PARKING CHARGES: Rs. 2,00,000.00 for Covered Car Parking

EEC & FIRE FIGHTING CHARGES: Rs. F.O.C. (FREE OF COST).

LEASE RENT: Rs. F.O.C. (FREE OF COST).

POWER BACKUP (1KVA): Rs. F.O.C. (FREE OF COST).

CLUB MEMBERSHIP CHARGES: Rs. F.O.C. (FREE OF COST).

POSSESSION

Possession of the Apartment will be given within 42 months from the date of allotment subject to the receipt of the entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company. Further the possession of the Apartment will be given after the execution of the Sale Deed/Sub Lease Deed in favour of the allottee/s.

Note:

- # Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 30 days from the date of demand which shall formally be 45 days before completion date
- # The installment call notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding. It is also made clear that timely payment of all installments is essence of this allotment.

Allottee/s

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TERMS & CONDITIONS

WHEREAS Panchsheel Buildtech Pvt. Ltd. (hereinafter referred to as 'Company') has acquired the plot of land admeasuring 30000 Sq.Mtr. being Plot No. GH-08A situated in Sector-1, Greater Noida, U.P. (hereinafter referred to as 'said Plot') on lease for a period of 90 years from Greater Noida Authority under a Lease Deed dated 06/07/2010 & 11/10/2010 which has duly been registered with the office of Sub-Registrar, Greater Noida and has taken physical possession of the said Plot from Greater Noida Authority.

AND WHEREAS keeping in view the terms of the Lease Deed of the said Plot, the Company has planned to develop the project named as "Panchsheel Hynish" on the said Plot as per the building plans approved or to be approved by the Greater Noida Authority.

AND WHEREAS the Company is authorized for construction of Group Housing on the said Plot and also entitled to allot the dwelling units on sub lease basis to their Allottee(s) and also provide space for certain facility.

AND WHEREAS the intending Allottee(s) has/have seen the title documents and other relevant papers between the Greater Noida Authority and the Company pertaining to the said plot and has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of the said plot subject to all laws and undertakings given by the Company to the Greater Noida Authority. The Company has right to develop and construct the Apartments on the said Plot and has also right to allot the Apartments of different sizes and dimensions in favour of their Allottee(s).

AND WHEREAS saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim, or right of any nature or any kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space not allotted to him/her/them, which shall all remain the property of the Company for all times unless the Company decides to dispose them off, but subject to right of the Allottee(s) as mentioned hereinafter.

AND WHEREAS the Apartments on all floors shall be allotted as an independent Apartment as per the prevailing bye laws. The Allottee(s) shall not be permitted to construct any thing on the terrace. However, the **Company** shall have the right to develop and build the area on the terrace in case of any change in the F.A.R. and carry out construction of further Apartments in the eventuality of such change in the F.A.R. The Allottee(s) shall have no right to object to the same.

SINCE IT IS a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases. As such the allottee(s) must take the possession of the apartment as soon as it is made available for the possession.

AND WHEREAS there would be no price escalation for the booked apartment.

AND WHEREAS the intending Allottee(s) is/are aware of and has/have knowledge that the proposed plans of multistoried building/tower/block are tentative and agreed that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company or Greater Noida Authority or any other Local Authority or Body having jurisdiction.

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee(s) has/have agreed to acquire from the Company a residential apartment to be constructed in the multi-storied buildings/towers/blocks on the said Plot to be known as "Panchsheel Hynish. The Leasable Area is subject to change up to the maximum limit of \pm 5% which is chargeable / refundable at the same rate.

AND WHEREAS the Company has allotted the said Apartment in multi-storied buildings/towers/blocks in the said Project known as "Panchsheel Hynish" on the said Plot to the Allottee(s) and the allottee(s) has/have agreed to acquire the same.

Allottee(s)

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AND WHEREAS the lease consideration is for the total area of the said Apartment, as mentioned herein above property known as "Leasable-Area", which comprises the build up area (including walls), areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, passages in parking ways of Basement & Stilt floor, Ramps of Basements, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F.A.R. club, open spaces, parks, parking (excepting what has been allotted to the Allottee(s) by this letter) or tot-lots, public amenities, shopping centers and other facilities and amenities will be the sole ownership of the Company, who will have the authority and power to use and/or transfer the same in any manner whatsoever.

- 1.(a) That in case the allottee(s) wants to avail a loan facility from any bank/financial Institution or his employer to facilitate the aquire of the Apartment applied for, the Company shall facilitate the process subject to the following
- (i). The terms of the Bank/financing agency/employer shall exclusively be binding and applicable upon the allottee(s).
- (ii). The entire responsibility of the getting the loan sanctioned and disbursed will exclusively be on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the due payment to the Company, as per schedule, shall be ensured by the allottee(s), failing which the allottee(s) shall be liable to pay interest @ 18% per annum for the delayed period.
 - b) Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein above along with service tax as applicable with effect from 1/7/2010. The Allottee (s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as per their opted Payment Plan, or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and 10% of the Basic price of the Apartment will be forfeited and balance amount (if any) will be refunded without any interest.
 - c) If for any reason the booking of the Apartment is cancelled by the Allottee(s)/, then 10 % of the Basic price of Apartment will be forfeited and balance amount (if any) will be refunded without any interest.
 - d) Installment Call Notice/Demand letter if issued by the **Company** to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment.
 - e) In exceptional circumstances, the **Company** may, in its sole discretion condone the delay in payment, by charging interest @18 % per annum. In the event of the **Company** waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).
 - 2. The Allottee(s) has/have agreed that for the purpose of calculating the sale price of the said Apartment the leasable area shall be the super area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities only.
- That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change

(ii)

ompany

The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Apartment was made by the allottee(s) by raising funds/loans against allotted Apartments as security from bankers /financial Institutions or employer.

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- (iii) The substitution/change of name in place of the Allottee(s) will be done as per the applicable law and subject to charges as demanded by the Company.
 - 4. The said project/complex shall always be known as "Panchsheel Hynish" and this name shall never be changed by the Apartment buyer or any body else. The name of the said complex and the Promoters/Developers name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Complex.
 - 5. The Apartment's Building plans are provisional and tentative and such are subject to change at the instance of the sanctioning authorities or the Company and changes can be made during the course of construction without any objection or claim from the Allottee(s). The building will be of specifications as per annexure attached herewith.
 - 6. The Allottee(s) has/have agreed and accepted the proposed plans, designs, specifications, which are tentative and subject to variations, modifications, alterations in the layout plan/building plans, designs as the Company may deem fit or as directed by any competent authority(ies) and the Allottee (s) hereby give his/her/their consent to such variations, modifications etc.
 - 7. The construction of the Apartment is likely to be completed in 42 months from the Date of allotment subject, however, to force Majeure circumstances, regular and timely payments by the Allottee(s), availability of building material etc, change of laws by Governmental/ local authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
 - 8. In case the **Company** is unable to construct the Apartment within aforesaid stipulated time or within further extended period of six months from the aforesaid stipulated time whichever is later subject to aforesaid reasons, the **Company** will compensate the Allottee(s) for delayed period @Rs. 5/- per sq.ft. per month in respect of leasable area, provided that Allotee(s) has/have paid all payments or the installments in stipulated time as per their opted payment plan. On the other hand if the Allottee(s) fails to take the possession of the Apartment within 45 days from the date of asking him/her/them to take the possession, Allottee(s) shall be liable to pay watch and ward charges @Rs.5/- per sq.ft.per month in respect of leasable area for the period the allottee(s) delays in taking possession.
 - 9. It is hereby agreed between the parties that if there is either reduction or increase in the leasable area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. ft and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the leasable area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
 - 10. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained /allowed.
 - 11. The Allottee(s) is/are aware that Apartments are being allotted to various persons under certain terms and conditions mentioned in their Allotment letters. The Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the said Apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment
 - 12. a. Single point electric connection will be taken for the said Project from PVVNL / UPPCL or any other source and will be distributed through separate meters to all Allottee(s) through prepaid system. Electricity Consumption charges will be as per PVVNL / UPPCL norms and line loss.
 - b. Charges for installation of the electric meter and whole distribution system shall be payable immediately by the Allottee(s) as decided by the Company.

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- 13. The Allottee(s) shall have to make the payment in time as per his/her/their payment plan opted and shall have to make the payment as pre payment system for electricity, maintenance charges and/or any other charges etc. to the Company or its nominated agency or to the concern authorities.
- 14. That the Sub Lease Deed/Title Deed of the said Apartment shall be executed in favour of the Allottee(s) after making the entire payment and dues. The possession of the said Apartment will be given after execution & registration of the Sub Lease Deed/Title Deed.
- 15. That the Allottee(s) shall get the exclusive possession of the built up area of his/her/their allotted Apartment and will be transferred the title of this area as per prevailing bye laws in the land/building/block on which the said Apartment is situated. The Allottee(s) shall have no right, title or interest on remaining part of the Complex such as corridors, stair case & lobby, lift area, approach road etc. These and the land of the other common facility shall remain the exclusive property of the Company
- 16. It is hereby agreed, understood and declared by and between the parties that the Sub Lease Deed/Title Deed/Registry (in the form and format as prescribed by the Greater Noida Authority) shall be executed & registered in favour of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the Sub Lease Deed/Title Deed/ Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).
- 17. The Allottee (s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the Company before or at the time of possession of the Apartment. The Allottee (s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. The Allottee(s) will deposit @ Rs.20/- per Sq.Ft. as Interest Free Non Refundable Security with the Company or its nominee, as appointed by the Company.
- 18. The maintenance, upkeep, repairs etc., of the Building including the common area of the building will be organized by the Company or its nominee. The Allottee(s) agree(s) and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the Allottee(s) liable for interest @18% per annum. Non- payment of any charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates this arrangement.
- 19. The Allottee(s) shall be liable to pay all taxes, service tax, trade tax, cesses, metro cess, Turn over tax, VAT, charges and assessment of any description, imposes by Greater Noida Authority and any other Authority empowered in this behalf on the said Plot, either such charges are imposed on the said Plot or on the building constructed and Apartment thereon, from time to time.
- 20. The Allottee(s) agrees to pay on demand taxes of any kind whatsoever, whether levied now or in future on the said Plot of land and/or Apartment (s) as the case may be, from the date of allotment of the Apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building (s)/tower (s)/block(s), same shall be payable and be paid by the Allottee (s) in a proportion to the area of his/her/their Apartment(s). Such apportionment shall be made by the Company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).

Allottee(s)

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BUILD

- 21. The Allottee(s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/Allottee(s). In case of an emergency, such right of entry shall be immediate.
- 22. The Allottee(s) shall not change, alter or make additions in or to the Apartment or the building/tower/block or any part thereof. The Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower/block or any where on the exterior of the building or in the common areas. The Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the Apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
- 23. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction on the said Plot or part thereof from the Banks/Financial Institutions after mortgaging the said Plot where the Apartments including the said apartment is situated. However, the Sub Lease Deed/Title Deed of the said Apartment in favour of Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
- 24. The Allottee(s) agreed and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object the Company constructing or continuing with the construction of the other buildings/towers/blocks adjoining to the building where the said Apartment is situated.
- 25. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands and etc. in respect of the Apartment on the said plot. The Allottee/s shall be solely responsible and liable for violation if any of the provision of the law of the land and applicable rules, regulations or direction by any Competent Authorities/ Departments/ Court and the Allottee/s shall indemnify the Company for any liability and/or penalty.
- 26. In case the Central Government, State Government or any other Local Authority, Department imposes any service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc upon the said land of Group Housing Plot and construction thereupon will be the liability of the Allottee/s to pay the same in proportion to their area of the said Apartment and in case any such demand of above mentioned taxes is/are paid by the Company, the proportionate amount thereof will be payable and be paid by the Allottee/s and any default by the Allottee/s in making such payment in time would constitute a lien upon the said Apartment.
- 27. The Company reserves the right to give on lease/sub lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he/she/they shall not object to the same and shall not make any claim on this account.
- 28. The Company shall have the right, without approval of the Allottee(s) in the building/tower/block, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the Allottee(s) agree(s) not to raise objection or make any claim on this account.
- 29. The Allottee(s) shall abide by all laws, rules and regulations of the Greater Noida Authority/Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion the Project on the said Plot. The Apartment shall be used for the purpose for which it is allotted.

30. The Company reserves the right to correct, modify, amend, change the plans/specifications which are indicated to Singeete be tentative and the Allottee(s) agree(s) for the same.

Allottee(s)

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Company/ DELHI

- 31. Car parking is available on request on payment basis and it shall be allotted to the Allottee(s) of Apartments on 'First Come-First Serve' basis. A separate Agreement for the Allotment of the Car parking will be executed between Company or its nominees and the Allottee(s). Allotment of one car parking per Apartment is mandatory.
- 32. That a Club facility is proposed to be provided in the said complex. The Allottee(s) shall be made a member of the club for which membership fee (non-transferable) shall be payable by the Allottee/s in order that the club is kept fully functional for the benefit and enjoyment of the allottee(s) in the said complex, it is mandatory for allottee(s) to become a member. The allottee(s) agrees to the same and to pay subscription charge/fee on monthly basis in advance to the Company or its nominee(s). The Club shall be managed by the Company and/or its nominee(s).
- 33. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to the Concerned Authority, Department, Greater Noida Authority and to the Company, shall be payable and be paid by the Allottee(s).
- 34. In case any action or claim is initiated by any Authority/Court to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee(s) and the Company will not be liable to pay any part thereof.
- 35. Further, if there is any trade Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess, Metro Cess and Fees etc. as assessed and attributable to the Company as a consequence of Government/Greater Noida Authority/Statutory or other local authority(s) order, the Allottee(s), shall pay the same in their proportionate share, if any.
- 36. Until a Sub Lease Deed/Title Deed in respect of the said Apartment is executed & registered, the Company shall continue to be the owner of the said Apartment and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company/Financial Institution/Bank/Employer shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Allottee(s) to the Company/Financial Institution(s)/Bank(s)/Employer.
- 37. The Allottee(s) shall give his/her complete address to the Company at the time of booking for all communications and it shall be his/her own responsibility to inform the Company by registered AD letter/Courier about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- 38. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s) and the Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.
- 39. That all the terms & conditions of the allotment/Lease Deed of the said Plot in favour of the Company by Greater Noida Authority as the case may be, will be mutis mutandis applicable to the Allottee(s).
- 40. The Allottee(s), if resident outside India, shall be solely responsible to comply with the requirement as laid down in the Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance of payment(s) and obtaining permission as prescribed by law for acquisition of property in India. The Company will not be responsible or liable for any concealments or violations in this respect by the Allottee(s). A declaration and other required documents to that effect will be furnished by the Allottee(s). sehesed

Company, DELHI

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41. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'Company', the Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in Noida (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it at Noida shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

Dated

Place :Noida.

For Panchsheel Buildtech Private Limited

I/We hereby accept the allotment on the terms and conditions mentioned herein above.

(Signature of the Allottee/s)

WITNESSES:

Director

1.

2.

SPECIFICATION SHEET

1. FLOORING

: Vitrified tiles flooring in all rooms.

2. INTERIOR

: All internal walls Plastered and painted with pleasing shades of O.B.D In Drawing Room/Dining and Bedrooms.

3. KITCHEN

: Ceramic Glazed Tiles upto 2 feet height above counter. Pre-Polished Granite platform with stainless steel sink

4. TOILETS

: Designer ceramic tiles upto door level. All tapes chrome plated ISI Mark, Wash basin, W.C. in all toilets, provision for Hot & Cold Water System.

5. DOORS & WINDOWS

: All external door's & window's chaukhats with Powder Coated Aluminium or equivalent. Decorative doors with hardwood at main entrance & rest decorative flush doors duly polished.

6. ELECTRICALS

: Cooper concealed wires in all the Bedrooms/Drwaing/Dining, Toilets &Kitchen, Modular Switches/Sockets in all Bedroom, Drawing, Dining&kitchen. Provision for Intercom facility.

NEW DELHI Company

Allottee/s