



GRANITE GATE PROPERTIES PRIVATE LIMITED

Tech Boulevard, Central Block,
Plot No. 6, Sector 127,
Noida-201301

Dear Sir / Madam,

I/We request that I/We may be registered for provisional allotment of a residential apartment (hereinafter referred to as the "Apartment") in the Group Housing Project known as "LOTUS PANACHE" being developed by **THREE C UNIVERSAL DEVELOPERS PVT. LTD (the "3C Group")** under a Special Purpose Company M/s Granite Gate Properties Private Limited (hereinafter referred to as "GGPPL/Company") on a plot of land numbered as GH-05, Sector 110, Noida, District Gautam Budh Nagar, UP, India admeasuring approximately 1,64,120 Sq. Mtrs. (hereinafter referred to as the 'Plot').

I/We agree to sign and execute, as and when required by the SPC, the **ALLOTMENT LETTER** containing the detailed terms and conditions of allotment of the Apartment and other related documents as required by the SPC.

I/We have read and understood the accompanying Brief Terms & Conditions for provisional allotment of an Apartment in "LOTUS PANACHE" and agree and undertake to abide by the same.

I/We remit herewith a sum of Rs...../- (Rupees) by Bank Draft/Cheque No..... dated..... drawn on..... in favour of "**Lotus Panache A/c – GGPPL**" as registration amount for the provisional allotment of the Apartment.

We clearly understand that the Allotment of an Apartment by the GGPPL pursuant to this Application shall be purely provisional till an Apartment Buyers Agreement on the format prescribed by the GGPPL is executed by the GGPPL in our favour. Further, the Allotment of an Apartment in the Lotus Panache is subject to the terms and conditions, restrictions and limitations as contained in the Lease Deed dated 29-12-2009 executed by NOIDA in favour of the GGPPL for lease of the said Plot in favour of GGPPL and the Brief Terms & Conditions forming part of this Application.

I/We have perused the Price List-cum-Payment Plan and agree to pay as per the "Payment Plan" opted by me.

1. SOLE / FIRST APPLICANT (Compulsory to fill all the details along with a passport size photograph)

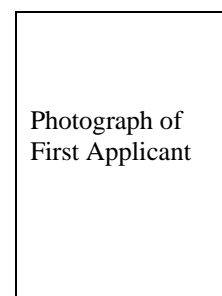
Mr. /Ms.....

S/w/d of.....

Date of Birth.....

Guardian's Name (In case of minor).....

Nationality.....



Occupation:

Service () Professional () Business () House wife ()
Any other

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

.....
.....

E-mail

Tele No.....Fax. No..... Mobile No.



Permanent Address:

.....
.....

Tele No..... Fax. No..... Mobile No.

Income Tax Permanent Account No.....

Ward/Circle/Special Range.....

Place where assessed to Income Tax.....

2 SECOND / JOINT APPLICANT: (Compulsory to fill all the details along with a passport size photograph)

Mr. /Ms.....

S/w/d of.....

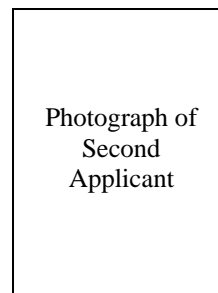
Guardian's Name (In case of minor).....

Nationality.....

Occupation:

Service () Professional () Business () House wife ()

Any other



Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

.....
.....

E-mail

Mobile No. Tele No.....Fax No.....

Income Tax Permanent Account No.....

Ward/Circle/Special Range.....

Place where assessed to Income Tax.....

3. Details of the Apartment applied for:

Apartment No..... Floor.....Tower..... Type.....

Super Area..... Sq.Mts.(appx.) (.....Sq.ft. appx.)

4. Payment Plan Opted: PLAN A – Down Payment / PLAN B – Construction Linked



5. Payments:

	Rate per sq. ft.	Total Amount
i) Basic Consideration Price	Rs.....	Rs.....
ii) Preferential Location Charges (if applicable)	Rs.....	Rs.....
iii) Lease Rent	Rs.....	Rs.....
iv) One Basement Car Parking	Rs.....	Rs.....
v) Electric Sub-Station Charges	Rs.....	Rs.....
vi) Fire Fighting Charges	Rs.....	Rs.....
vii) Club Charges	Rs.....	Rs.....
viii) Power Back Up Charges	Rs.....	Rs.....
ix) Interest Free Maintenance Security	Rs.....	Rs.....
x) Other Charges, if any	Rs.....	Rs.....
Total Payable	Rs.....	Rs.....

6. Mode of Booking : Direct / Broker
 If Broker (Please affix name and :
 Address rubber stamp :
 With Tele. No. only) :

7. I /We the above applicant(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree, affirm and undertake to abide by the Brief Terms and Conditions as appearing herein above as well as in Schedule-I to this application and further declare that the above particulars/information given by me/us are true and correct.

(i)..... (ii).....
 Sole /First Applicant Second Applicant
 Date.....

Note:

1. Cheques/Demand Draft towards consideration of the Apartment to be made in favour of “**Lotus Panache A/c - GGPPPL** ” payable at New Delhi
2. In case, the cheque comprising booking amount is dishonoured due to any reason whatsoever the present application shall be deemed to be null and void and the allotment, if any, shall stand automatically canceled / revoked / withdrawn without any notice to the Applicant.
3. All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE /NRO/ Foreign Currency Account only.
4. Applications shall be considered as incomplete if not accompanied by photographs, PAN No. or Form 60 of the applicant(s)



BRIEF TERMS & CONDITIONS FOR PROVISINAL ALLOTMENT OF APARTMENT IN 'LOTUS PANACHE' SECTOR 110, NOIDA, GAUTAM BUDH NAGAR, U.P.

LOTUS PANACHE

1. 'LOTUS PANACHE' is a Residential Group Housing Project (the "**Housing Project**") being developed on a Plot of land numbered as GH-05, Sector 110, NOIDA, Distt. Gautam Budh Nagar, U.P. admeasuring approximately 1,64,120 Sq. Mtrs. (Hereinafter referred to as the "**Plot**"). The said Plot has been allotted by New Okhla Industrial Development Authority ("**NOIDA**") to a Consortium of Companies led by M/s Three C Universal Developers Pvt. Ltd. ("**3C Group**") for development of the Housing Project through a special purpose company (SPC) M/s Granite Gate Properties Private (hereinafter referred to as "**SPC/Company/GGPPL**"). The lease deed for demise of the said Plot to GGPPL (the "**Lease Deed**") has been executed by and between NOIDA and GGPPL on 29-12-2009 for the purpose of the development of a group housing project by GGPPL, in terms of which GGPPL has the requisite authority to execute the Housing Project and undertake allotment of the apartments in the Housing Project.

2. The Allotment, if and when made by the SPC, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed dated 29-12-2009 executed by NOIDA in favour of the SPC and all laws, notifications and rules as maybe applicable inter alia to the Apartment and/or the Plot, including any amendment or variation thereof,

The intending Allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.

3. THAT the intending Allottee(s) has applied for provisional allotment of an Apartment in the Group Housing Project being developed on the said Plot known as LOTUS PANACHE. The intending Allottee(s) has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions mentioned in the Noida Lease.

4. THAT the intending Allottee(s) has fully satisfied himself about the interest and title of the SPC in the said Plot of Land.

5. THAT the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Noida Lease. In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe. However, in case the company refunds any amount it shall be only after 90 days from the date of the request for such cancellation.

6. THAT in case the intending Allottee(s) fails to pay any installment(s) or interest as the case may be, within 90 days from due date for such payment, the Company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount and the intending Allottee(s) shall be left with no right or lien on the said Apartment or any part of the Land. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, and /or any other charges due from the intending Allottee(s). The delay in payment of installment shall entail interest @ 18% p.a. calculated and payable on quarterly basis from the due date of outstanding amount.

7. THAT the layout plan of the entire Project as drawn by the SPC/Company is tentative and is subject to change, if deemed necessary by the SPC or as may be required by the regulatory authorities of Noida. The Company may effect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area of the apartment, floor, tower, number of apartments, location and increase/decrease in the number of Car parking slots allotted to the Allottee(s). In regard to all such changes either at the instance of the regulatory authorities or otherwise, opinion of the SPC/Company's architects shall be final and binding on the Allottee(s). Further, if there is any increase/decrease in the super area of the Apartment or an Apartment becomes preferentially located, revised price and/or PLC shall be payable /adjustable at the original rate at which the apartment has been booked for allotment. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein.



8. THAT the intending Allottee(s) shall pay to the Company the entire consideration of the Apartment, as per the Payment Plan opted by the intending Allottee(s)
9. THAT the Allottee(s) has understood that the rights of ownership of land(s), facilities and amenities other than those within the block/building in which the Apartment is located and the common areas shall vest solely with the SPC/Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities.
10. THAT the intending Allottee shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartment) in the Complex as determined by the Company or its nominated agency.
11. THAT the Company apart from basic price of the Apartment shall fix Preferential Location Charges (PLC) for certain apartments and if the intending Allottee(s) opts for the booking of any such apartment, he/she shall also pay such charges.
12. THAT Earnest Money shall be deemed to be 10% of the total consideration of the Apartment as mentioned in the allotment letter.
13. THAT the intending Allottee(s) shall be allotted One basement Car Parking space for his exclusive use in the complex. Surface parking shall be allotted to the allottee(s) on such terms and charges as stipulated from time to time. The intending Allottee(s) shall not have any ownership rights over the said parking. It shall only be a right to use which shall stand automatically transferred along with the transfer of the Apartment.
14. THAT subject to the restrictions and limitations in the NOIDA Lease Deed Dated 29-12-2009, the intending Allottee(s) may at its option raise finances or a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Allottee(s). In the event, the Allottee(s)' loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the intending allottee shall be liable for consequences including cancellation of the allotment.
15. THAT all taxes and statutory levies presently payable in relation to Land comprised in "LOTUS PANACHE", have been included in the price of the Apartment. However, in the event of any further increase and/or any fresh tax, service tax, charge, cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro-rata basis. Any charges on account of external electrification as demanded by Noida Power Authority or any competent authority shall also be additionally payable by the allottee(s).
16. THAT if for any reason the Company is not in a position to allot the Apartment applied for, the Company shall be responsible only to consider allotment of an alternative Apartment or refund the amount deposited by the Allottee(s) along with simple interest @ 9% p.a. It is clearly agreed and understood by the Intending Allottee that the Company shall not be liable for any other damages/compensation on this account. Further, for avoidance of doubt, it is clarified that the allotment of an Apartment pursuant to the application made by the Intending Allottee, being purely provisional in nature, cancellation of Allotment for any reasons whatsoever shall not entitle the Allottee to or give rise to a cause of action for any injunctory relief or a relief of specific performance.
17. THAT upon completion of Apartment and receipt of full consideration and other charges, if any payable by the intending Allottee(s), a Tripartite sublease deed shall be executed in favour of the intending Allottee(s) on the format approved by the NOIDA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s).
18. THAT the allotment of Apartment is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason. In the event the Company decides to reject any offer/application for allotment of Apartment, the Company shall not be obliged to give any reason for such rejection and any such decision of the Company rejecting any offer/application for allotment of Apartment shall be final and binding.
19. THAT courts in District Gautam Budh Nagar shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.



20. THAT the brief terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment and may be altered or varied at any time by the Company. Further, notwithstanding anything contained herein, Company, reserves the right to suitably add or amend the terms and conditions as specified herein, where deemed so necessary .

I/We, the applicant(s) herein do hereby declare that the above terms and conditions have been read/ understood by me/us and the same are acceptable to me/us. I/We the applicant(s) herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein

(i).....
Sole /First Applicant

(ii).....
Second Applicant

Place:.....

Dated:

8. Check List:

- i) Booking amount : Local Cheque/Draft
- ii) PAN : Copy of PAN Card/Form 60 enclosed
- iii) Memorandum of Association Articles of Association (For bookings in the name of Companies)
- iv) Copy of Passport and Account details: (For NRIs and PIOs to make payment through NRE/NRO/Foreign Currency Accounts only)
- v) Photographs and signatures of intending allottee(s):
- vi) Remarks, if any.....
.....
.....

.....
Authorized Signatory for the Company

.....
Dated

ACKNOWLEDGEMENT

ACK NO

Received Rs./- (Rupees.....)

vide Cheque No. Dateddrawn on

.....from Mr. /Mrs. /Ms.

.....towards request for provisional allotment of a residential apartment in the Group

Housing Project known as “**LOTUS PANACHE**” being developed by **THREE C UNIVERSAL DEVELOPERS**

PVT. LTD.

(On behalf of **GGPPL**)

(Name of Broker)

Date: