

## DEVELOPER'S REPRESENTATIONS:-

WHEREAS Earth Towne Infrastructures Pvt. Ltd., (hereinafter referred as "ETIPL"), a company registered under the Companies Act, 1956, having its Registered Office at 26, 1st Floor, Pusa Road, Near Karol Bagh Metro Station, New Delhi – 110005, owns Plot from the Greater Noida Industrial Development Authority (GNIDA), a body corporate under the Uttar Pradesh Industrial Area Development Act, 1976, on Lease hold basis for development of Group Housing Project on the land admeasuring approximately 73,942 Sq. Meters (hereinafter called as 'plot') situated at Plot No. GH - 04, Sector - 1, Greater Noida, U. P., vide Lease Deed, which is duly registered vide Document No-20806 in Book No-1, Volume No-7325 at Page Nos. 387-422 on 01-09-2010 in the office of Sub-Registrar, Gautam Budh Nagar (U. P.), and "ETIPL" has taken over the physical possession of aforesaid plot from 'GNIDA' on 01-09-2010.

And whereas pursuant to the said Allotment, Earth Towne Infrastructures Pvt. Ltd. has entered into an arrangement with Earth Infrastructures Ltd. (hereinafter referred to as "Developer" or "Company") to develop the said plot by way of construction of a Group Housing Complex as per the lease deed referred in the above para.

AND WHEREAS the land will be used as per the terms and conditions and permissions granted in the Lease Deed mentioned above. The whole Group Housing project will be developed in phases.

AND WHEREAS "Super Area" allotted to the allottee(s) comprises the covered areas, 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 buildings, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said apartment.

AND WHEREAS pursuant to the said arrangement, the Developer shall develop the said Plot of the Land by constructing thereon a Group Housing complex known as "Earth Towne" (hereinafter referred to as the "Project" or "Complex") in accordance with the sanctioned/approved building plans and necessary permissions from the concerned authorities. The Developer is entitled to construct, develop, sell, lease, sub-lease and manage the areas/units/apartments in the proposed project viz. "Earth Towne" and the Developer has covenanted inter-alia to develop the complex/tower/building on the plot of the Land and to deal with all matters concerning the same. The name of the said Group Housing Project shall always be "Earth Towne".

AND WHEREAS the Developer reserves its right and has discretion to allot the Units/Apartments in the Complex at different prices/rate to the various allottees and also can charge other charges with difference in rates for different units/apartments, as per the market conditions and discretion of the Developer. The Allottee(s) shall have no interest/objection/claim in any manner whatsoever, for the other Units as well as for his Unit, if the Allottee(s) finds the difference in price/rate as well as in other charges, between the Unit allotted to him and to the other various allottees.

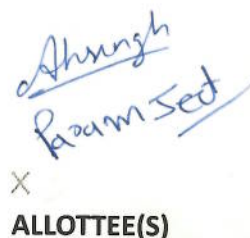
AND WHEREAS the performance by the Developer of its obligation under these presents are contingent, bound and regulated upon approvals to be granted by various statutory authorities/local bodies/departments (herein after referred to as "Authorities") from time to time and subject to all applicable laws/notifications/conditions as imposed by these Authorities.

AND WHEREAS the Developer, relying on the confirmation, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Allotment letter, has accepted in good faith his/her application to allot a Unit in the said proposed complex to the allottee(s), subject to the fulfillment of the terms and conditions of this Allotment letter.

AND WHEREAS the Developer has allotted the Unit in the said Complex to the allottee(s), subject to the fulfillment of the terms and conditions of this Allotment letter.



**DEVELOPER**



**ALLOTTEE(S)**