



Gulshan Homes and Infrastructure Pvt. Ltd.  
Regd. Office: 4, Dayanand Vihar, Delhi-110092, Tel.: 91-11-22375246  
Site : Plot No GH-03/A, Sector-143, Noida (U.P.)  
Email: info@gulshanikebana.com, www.gulshanhomz.com

CUSTOMERS COPY

RECEIPT

Dated : - 07.06.2013

Receipt No : -GHIPL/IKEBANA/008/0706/13-14

Received with thanks from Mr. Anil Gogia S/o Mr. J. D. Gogia R/o C-124, Vikaspuri, New Delhi-110018 a sum of Rs. Seven Lac Thirty Five Thousand Six Hundred Only as per following details :-

S. No.	Cash/Cheque No./ P. O. No.	Drawn on	Dated	Amount
1	244303	Bank of India, Delhi	13-05-13	6,50,000/-
2	244304	Bank of India, Delhi	22-05-13	85,600/-

Account of Booking Amount for Flat No. "103" Block "D" Floor "10th" Measuring about 1340 Sq. ft. (Approximately) in IKEBANA, At Plot No - GH-03/A, Sector-143, Noida, U.P.

Rs. 7,35,600/-



For GULSHAN HOMES AND INFRASTRUCTURE PVT. LTD.  
  
ACCOUNTANT   
SENIOR MANAGER

Note : Receipt issued subject to realization of the cheques as per terms of flat purchase agreement inclusive of Service Tax.

Head Office: 4, Dayanand Vihar, Delhi-110092, Mob No. 9582255181/9582255189/9899944403



Standard Chartered Bank  
E-26 Saket, New Delhi 110 017

IFSC "SCBL0036042"

preferred  
banking

Valid for 3 months from the date of issue

दिनांक  
Date

17052013

Pay

GULSHAN HOMES AND INFRASTRUCTURE PVT. LTD.

या धारक को Or Bearer

रुपये Rupees

FORTY FIVE THOUSAND ONLY

अदा करें।

₹ 45,000/-

D S GAVANT & SONS MUMBAI CTS-2010

रकम में  
A/c No.

533-1-011093-3

CBS

MR ANIL GOGIA

Please sign above this line

PAYABLE AT PAR AT ALL BRANCHES OF STANDARD CHARTERED BANK IN INDIA

11000021100360180110931131



DEMAND LETTER

Date:-17.06.13

Mr. Anil Gogia  
 C-124, Vikas Puri NEW DELHI- 110018

9818367602

Subject: Demand Letter

Dear Sir/Madam,

This is in reference to the booking of your flat in our Group Housing Project "ikebana" being built at Plot-GH-03/A, Sector 143 Noida (U.P.).Details are as under

Unit No.:	D103	Block:	Tower D
Super Area:	1,340sq.ft	Plan:	CLP

We wish to draw your attention towards the next installment of your flat which is as under.

Particulars	Due Date	Head	Due		Total
			Instalment	Service Tax	
At the time of Booking	08 Jun 2013	Basic Price	4,75,700	14,699	4,90,399
Within 30 days of Booking	08 Jul 2013	Basic Price	4,75,700	14,699	4,90,399
On start of Excavation	08 Jul 2013	Basic Price	3,32,990	10,289	3,43,279
On Completion of foundation	08 Jul 2013	Basic Price	3,32,990	10,289	3,43,279
On Casting of 1st Floor Slab	08 Jul 2013	Basic Price	3,32,990	10,289	3,43,279
On Casting of 3rd Floor Slab	08 Jul 2013	Basic Price	3,32,990	10,289	3,43,279
<b>Total Amount</b>			<b>22,83,360</b>	<b>70,554</b>	<b>23,53,914</b>
<b>Total Received</b>			<b>7,13,551</b>	<b>22,049</b>	<b>7,35,600</b>
<b>Total amount Payable</b>			<b>15,69,809</b>	<b>48,505</b>	<b>16,18,314</b>

You are requested to pay the outstanding amount in favour of "**Gulshan Homes and Infrastructure Pvt Ltd.**" within 15 days from the date of issue of this letter to avoid interest which is levied @18% per annum.

Please ignore the demand if the amount has been paid.

For any further clarification, please contact Mr. Pushpendra +91-9711259762 & Mr. Nitin Hubert +91-9711259761.

Assuring you of our best services at all times.

Yours truly,

For **Gulshan Homes and Infrastructure Pvt. Ltd.**



Authorized Signatory

**Gulshan Homes and Infrastructure Pvt. Ltd.**  
 Regd.Office: 4, Dayanand Vihar, Delhi-110092, Telefax: + 91 11 22375246  
 Email: info@gulshanhomz.com,

PERMISSION TO MORTGAGE

Date: 11/06/2013

To  
Axis Bank Ltd.

*Anil Gogia  
Ahmedabad.*

We confirm that we have a valid, clear and marketable title relating to lands covered by lease Deeds duly registered at the office of the Sub-Registrar and after getting the Building Plans sanctioned by the competent authority, we are developing a Housing Complex known as 'IKEBANA' on the said land.

We have allotted / agreed to sell Flat No. D103 constructed on the said land to Mr. Anil Gogia.

We Confirm to inform you once the sub-lease deed is executed and registered at the office of concerned Sub-Registrar in favour of borrower.

Once confirmed we request you to collect the sub lease deed through your official alongwith the authority letter from our corporate office.

We further undertake to deposit the original Sale Deed / Sub-Lease Deed executed and registered at the office of the concerned Sub Registrar in favour of the Borrower/s directly to the Bank and also give 30 days prior intimation to Bank relating to execution and registration of Sale Deed.

We understand Mr. Anil Gogia has approached you for a Home Loan for purchase of the said flat/ apartment against mortgage.

We have no objection if the flat is mortgaged with the Bank by Mr. Anil Gogia against security of repayment of the said loan.

We wish to inform you that we have taken a project loan on above said project from M/S ICICI BANK LTD.

The Flat inquisition is mortgaged with ICICI Bank who has submitted an NOC and released their Mortgaged on this flat (copy of ICICI letter enclosed)

We have noted the lien of Axis Bank ltd in our books in respect of the said apartment.

For Gulshan Homes And Infrastructure Pvt. Ltd.

Yours faithfully, 

Authorised Signatory

Gulshan  
**ikebana**  
3 bhk homes@ sec.143 noida

allotment *letter*

The company is pleased to inform you that on acceptance of the booking made by you, the company has allotted you the flat in its forthcoming group housing project '**Gulshan Ikebana**' located at **Plot No. GH-03/A, Sector 143, Noida, District Gautam Budh Nagar, U.P.** The details and the terms & conditions of the allotment are set out as under;

#### PARTICULARS OF ALLOTTEE

(To be filled in case of individual(s)

##### First Applicant

Mr./Mrs./Ms. Anil Gogia  
 Son/Wife/Daughter of Mr./Mrs. J.D. Gogia  
 Date of Birth 13/10/1974 Marital Status Married  
 Residential Status: Indian  Non-Resident Indian   
 Foreign National of Indian Origin  Nationality.....  
 Residential Address C-124, Vikaspuri, New Delhi - 110018

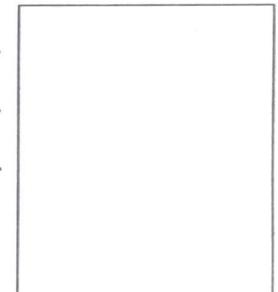


Profession Egr. E-Mail Gogia.anil@gmail.com  
 Designation, Company Name and Address Egr., United Health Group, Sector-39, GGN.  
 Tel. Residence ..... Office ..... Mobile 9818367602  
 Fax No. .... PAN No./Ward No. AGTPG 9592 N Passport No. A 34 37 604

Household Income per annum.....

##### Second Applicant

Mr./Mrs./Ms. ....  
 Son/Wife/Daughter of Mr./Mrs. ....  
 Date of Birth ..... Marital Status .....  
 Residential Status: Indian  Non-Resident Indian   
 Foreign National of Indian Origin  Nationality.....  
 Residential Address.....



Profession ..... E-Mail .....  
 Designation, Company Name and Address .....  
 Tel. Residence ..... Office ..... Mobile .....  
 Fax No. .... PAN No./Ward No. .... Passport No. ....  
 Household Income per annum.....

*Dipak*

(To be filled in case of a Proprietorship Firm/Partnership Firm/Company)

M/s.....

Registered office.....

Resolution/Board Resolution/Authorization Letter dated .....

Details of Proprietor/Partner/Authorised Person

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

Son/Wife/Daughter of Mr./Mrs. ....

Date of Birth ..... Marital Status .....

Residential Status: Indian  Non-Resident Indian

Foreign National of Indian Origin  Nationality.....

Residential Address.....

Profession ..... E-Mail .....

Tel. Residence ..... Office ..... Mobile .....

Fax No..... PAN No./Ward No. .... Passport No. ....

Household Income per annum.....

All the communication/correspondence on the address given above shall be treated as valid and any change in the above address shall be promptly communicated to the company in writing to avoid any kind of mis-direction of mail. In case of Joint Allotment, address of the First Allottee shall be the address for all correspondence.

### JOINT ALLOTMENT

The Allottee(s) declare and affirm that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both/all and the joint Allottee(s) shall be treated as one single person/entity for the purpose of this allotment letter and both/all shall be liable for the consequences jointly as well as severally.

### FOREIGN NATIONALS

In case of Allottee(s) is/are foreign national/or NRI, he/she/they shall ensure that all the legal formalities / requirements, as contemplated under the relevant laws governing the purchase of properties/land including any permission for the same from the competent authority, shall be done by the Applicant(s) himself/herself/themselves.

### NATURE & TITLE OF ALLOTMENT

The aforesaid group housing project is raised on the lease hold plot of 50166.30 sq.mtr allotted by the New Okhla Industrial Development Authority (NOIDA) vide registered Lease Deed dated 07.07.2011. The Allottee(s) shall remain bound by all the terms and conditions contained in the said Lease Deed, executed between the NOIDA and the Company. The Lease Deed is registered with the Sub Registrar-I, Noida as Registered Document No. 5397, Book No.1, Zild No. 2578, on pages 39 to 74, dated 07.07.2011.

That as per the terms and conditions of the main lease, executed by NOIDA in favour of the company, the allotment of the flat shall be subject to the execution of Sub-Lease Deed between the NOIDA, Company and the Allottee(s), in respect of the land but super structure shall be on outright sale basis. The document/title of transfer deed shall be made and registered accordingly.

The Lease Deed executed by NOIDA in favour of the company is for a period of 90 years from the date of its execution, accordingly the Sub-Lease Deed is to be executed in favour of the Allottee(s), expiring correspondingly with the expiry date of the Lease Deed in favour of the company by the NOIDA.

The Sub-Lease Deed/Conveyance Deed shall be executed, only after the Allottee(s) has made full & final payments, including all other additional charges which are due and payable to the Company. Till the execution of the Sub-Lease Deed/Conveyance Deed and handing over the possession of the flat, the ownership of the flat shall remain vested with the company.

## CHANGE IN F.A.R.

If during the course of construction and/or after completion of the construction and/or after handing over physical possession of the flat to the Allottee(s) or even thereafter or even otherwise under the rules of local authorities/NOIDA, F.A.R. is increased, as a result of which construction of further storied and/or flat became permissible, in that event the company shall accordingly has the right to raise such further construction and/or additional flats without any objection from any of the Allottee(s) including Allottee(s) of the last floor. In case above changes are not acceptable to the Allottee(s), the company will refund the amount deposited by the Allottee(s), without any interest thereon within 90 days of the receipt of the request by the Allottee(s).

## CHANGE IN SPECIFICATION

That the company may provide additional/better specifications other than those mentioned in the specifications sheet or brochures or may increase/decrease the area of the flat of the Allottee(s) as deemed necessary or due to any supervening circumstances or due to any technical reason/s or to facilitate the larger interest of the other Allottee(s), subject to adjustment of the price proportionately at the original rate.

## PROJECT LOAN

The Allottee(s) hereby authorizes and permits the company to raise finance from any Bank, Financial Institution, Body Corporate etc. and for this purpose create equitable mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the said flat/building/complex/tower/block/portion of land in favour of one or more Financial Institutions/Banks and for such an act the Allottee(s) shall not have any objection, whatsoever and the consent of the Allottee(s) shall be deemed to have been granted for creation of such mortgage/charge/securitization of receivables during the construction of the said flat/building/complex/tower/block. Provided, however, that at the time of handing over the vacant physical possession of the said flat as well as at the time of execution of Sub-Lease Deed in favour of the Allottee(s) by the company, the same shall be free from all sorts of encumbrances.

NOIDA shall have the first charge towards the pending payment in respect of plot/flat allotted/lease rent/taxes or any other charge as informed or levied by the Authority on the plot and that banks/financial institutions shall have the second charge on the dwelling units thus being financed.

For Gulshan Homes And Infrastructure Pvt. Ltd.

Company

Authorised Signatory

Allottee(s)

### PARTICULARS OF FLAT ALLOTTED

(i) Tower No.....	D
(ii) Flat No .....	103
(iii) Floor.....	10th
(iv) Super Area (Sq. ft.)(approx).....	1340 Sq.m.
(v) Phase.....	ONE
(vi) Type of Flat .....	'A'
(vii) Other Details of Flat, if any.....	

### SALE PRICE

A. Unit Cost of the Flat	₹ 4757000/-
B. Preferential Location Charges	₹ 134000/-
C. Lease Rent @ Rs.90/- per sq. ft.	₹ 120600/-
D. Power backup (1KW)	₹ Free
E. Car Parking	
I. Open .....No <input checked="" type="checkbox"/>	₹ -
ii. Covered (UB) .....No <input type="checkbox"/>	₹ -
iii. Covered (LB) .....No <input checked="" type="checkbox"/>	₹ Free
Total Sale Price (A+B+C+D+E)	₹ 5011600/-
F. Service tax*	₹ 178459/-
Total Cost of flat (A+B+C+D+E+F)	₹ 5190059/-

(Rupees in words) Fifty one lac Ninety Thousand & Fifty Nine only -

The Total Sale Price of the flat so booked shall remain fixed and shall not be subject to any escalation.

\* Applicable w.e.f. 01.07.2010 vide Finance Act-2010 through Govt. Notification No. 24/2010 dated 22.06.2010 under Section 65(105)(zzh) & Section 65(105)(zzzu). Detailed computation of the same is provided in the Annexure-I attached.

The above price of the flat shall not include the following;

- All taxes, impositions, levies, duties as applicable or imposed or which may be imposed by central govt., state govt. or local authorities with regard to the sale/sub-lease of the flat.
- Stamp duty, Registration fee and allied charges, as applicable, shall be additionally payable by the Allottee(s).
- Cost of External Development charges or escalation in these charges.
- Any other kind of Development charges as may be imposed by the concerned authorities or charges for providing amenities by the local bodies.
- Interest Free Maintenance Security @ ₹. 25/- per Sq. Ft. of the super area shall be deposited by the Allottee(s) with the Company or its nominated agency before possession of the flat.

- Processing fee and all other incidental charges as payable to the NOIDA at the time of transfer/execution of Sub-Lease Deed shall be borne by the Allottee(s).

## LEASE RENT

That the company is required to pay lease rent to the NOIDA in respect of the project land. The company proposes to pay lease rent on one time basis to the Noida Authority. The Allottee(s) shall accordingly pay his share of the lease rent on one time basis to the company.

## CAR PARKING

The Company in its on-going project has made sufficient provision for car parking facility for each Allottee. The parking facility as per the layout has been provided in the basement and open area so as to meet the requirement of comfortable parking. With a view to regulate disciplined and orderly parking, endeavor has been made to work out specific parking space(s) attached with each flat. All the Allottee(s) are required to park their vehicle at the designated car parking space only.

## CLUB & RECREATIONAL FACILITY CENTRE

The company shall construct at its own cost a club/recreational facilities centre which may be transferred to outside agency, to own, manage and operate such facilities on such terms and conditions as the company may deem fit at its sole discretion. An allottee is a member of the club. The Allottee(s) shall have the right to use such facilities subject to rules and regulations of the club/recreational centre, including payment of requisite charges/fee, which may vary from time to time.

## FIRE FIGHTING

The company shall provide the fire fighting system/equipments as per fire department norms.

## TRANSFER OF ALLOTMENT

The allotment of flat is made in the proposed group housing project 'Gulshan Ikebana' at Plot No. GH-03A, Sector 143, Noida, U.P. and allotment is valid for this project of the company and not liable to be transferred to any other project of the company.

Normally the transfer of allotment is not permissible; however it may be permitted at the discretion of the company in the exceptional cases only, subject to payment of administrative charges for transfer which may vary from time to time.

## PAYMENT PLAN

The Allottee(s) shall be required to make the payment as per the payment plan opted by him/her which is reproduced as under:

## DOWN PAYMENT PLAN

STAGES	% AGE OF PAYMENT	AMOUNT (₹.)
At the time of Booking	10%	
Within 60 days of Booking	85%	
At the time of offer of Possession (One month before Possession)	5%	
Total	100%	

### FLEXI PAYMENT PLAN

STAGES	% AGE OF PAYMENT	AMOUNT (₹.)
At the time of Booking	10%	
Within 45 days of Booking	30%	
On start of excavation	7%	
On Completion of raft/foundation	7%	
On Casting of 2nd Floor Slab	6%	
On Casting of 5th Floor Slab	5%+PLC	
On Casting of 8th Floor Slab	5%	
On Casting of 12th Floor Slab	5%	
On Casting of 16th Floor Slab	5%	
On Casting of TOP Floor Slab	5%	
On Completion of Flooring and Tiles	5%	
On Completion of Exterior Plaster	5%	
At the time of offer of Possession (One month before Possession)	5% + LEASE RENT + Other Charges	
Total	100%	

In case booking is done at an advance stage of construction, the Customer will pay the entire amount up to the construction stage within 45 days of Booking.

### CONSTRUCTION LINKED PLAN

STAGES	% AGE OF PAYMENT	AMOUNT (₹.)
At the time of Booking	10%	490399/-
Within 30 days of Booking	10%	490399/-
On start of excavation	7%	343279/-
On Completion of Foundation	7%	343279/-
On Casting of 1st Floor Slab	7%	343279/-
On Casting of 3rd Floor Slab	7%	343279/-
On Casting of 6th Floor Slab	7%+PLC	493842/-
On Casting of 9th Floor Slab	7%	343279/-
On Casting of 12th Floor Slab	7%	343279/-
On Casting of 15th Floor Slab	5%	245200/-
On Casting of TOP Floor Slab	5%	245200/-
On Completion of Brick Work	4%	196160/-
On Completion of Interior Plaster	4%	196159/-
On Completion of Flooring & Tiles	4%	196160/-
On Completion of External Paint	4%	196160/-
At the time of offer of Possession (One month before Possession)	5% + LEASE RENT + Other Charges	380706/-
Total	100%	5190059/-

In case booking is done at an advance stage of construction, the Customer will pay the entire amount up to the construction stage within 30 days of Booking.

For Gulshan Homes And Infrastructure Pvt. Ltd.

Company

Authorised Signatory




Allottee(s)

That all the payments shall be made by the Allottee(s) by way of demand draft or crossed cheque in favour of "M/s Gulshan Homes and Infrastructure Private Limited" Payable at Delhi. Out station cheques shall not be accepted.

## REGISTRATION CHARGES

All the cost relating to stamp duty and other incidental charges as applicable for registration of Sub-Lease Deed/Conveyance Deed shall be paid separately by the Allottee(s) to the company before possession as and when demanded by the company.

## CANCELLATION OF ALLOTMENT & FORFEITURE OF MONEY

That failure of the Allottee(s) to adhere to the payment plan will render this allotment cancelled and the company shall be free to re-allot the flat to any other prospective buyer. That on termination of the allotment or cancellation of the same by the Allottee(s), the amount so far deposited by the Allottee(s) shall be refunded without any interest thereon after deducting the 10% of total cost of the flat including other charges which is liable to be forfeited.

If the Allottee(s) fails to make payment of three consecutive installments, his allotment shall stands cancelled automatically and the company shall be free to re-allot the flat to any other prospective buyer without any/further notice in this regards.

## DELAYED PAYMENT

Allottee(s) shall ensure that all payments are made on or before the due date(s) fixed in the payment schedule, to avoid cancellation of allotment.

Where payments are delayed, the Company shall at its absolute discretion accept the delayed payments, on being shown sufficient cause by the Allottee(s) for such delay. The Allottee(s) shall be liable to pay interest @ 18% per annum on delayed payments, but no late payment shall be accepted if the default continues for a consecutive period of three months in case of Down Payment Plan and for three consecutive installments in case of other payment plans.

Delayed payments made by the Allottee(s) will first be adjusted towards the interest due and thereafter the balance will be adjusted towards the principal amount due.

## PERIOD OF POSSESSION

That the company hereby assures that possession of the flat shall be handed over to the Allottee(s) on or before March 2016..... In phase ..... ONE .....

The proposed project shall be executed in phase-wise. Each phase would be a separate entity and Allottee(s) shall be given the possession on completion of his/their respective phase. No Allottee(s) shall have the right to seek/claim possession in phase, other than the phase in which he/they has/have been allotted the flat. All amenities to be handed over on the final completion of the project 'Gulshan Ikebana'

The construction of the flat if delayed due to the reasons of force majeure/reasons beyond the control of the company (e.g. non availability of any building materials, war or enemy action or natural calamities or any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc.) OR In case of delay in delivery of possession as a result of any notice order, rule, notification of the Government, Public or other Competent Authority, the Company shall be entitled to a reasonable extension of time, the Allottee(s) shall have no right to claim any damages for such delay.

In the event of delay in handing over the possession of the flat by the company to the Allottee(s), the company agrees to pay to the Allottee(s) compensation to be calculated at the rate of ₹.5/- per Sq.Ft. of super area per month (Rupees Five per Sq.Ft.) for the period of delay except for the circumstances stated as above and for the grace period of six months.

For Gulshan Homes And Infrastructure Pvt. Ltd.

Company

Authorised Signatory

Allottee(s)

## HOLDING CHARGES

The Allottee(s) shall ensure that he/she/it comes forward to get the Sub-Lease Deed/Conveyance Deed executed in his/her/their favour, on getting the offer of possession of the flat by the company, but not later than Sixty days from the date of offer of possession of the flat by the company, in default thereof, the Allottee(s) shall be liable to compensate the company at the rate of ₹. 5/- (Rupees Five only) per Sq. Ft. of super area per month for the holding/watch & ward charges.

## PROVISION FOR SUPPLY OF WATER

The company shall construct an underground as well as overhead water tank for the entire complex and the Allottee(s) shall be given the water supply from the said water tanks. The supply of water shall be provided by the concern local authority.

## PROVISION FOR SUPPLY OF ELECTRICITY

The electricity supply shall be made from the common centralized meter on prepaid coupon basis. The Allottee(s) shall execute separate Electricity Supply Agreement with the company or its nominated agency or any association formed for the purpose and the Allottee(s) shall be bound by the terms and condition of the Electricity Supply Agreement. The supply of electricity to the common centralized meter shall be provided by the concern local Authority.

## MAINTENANCE AGREEMENT

The Allottee(s) shall, on possession and execution of Sub Lease Deed of the flat allotted, shall execute separate Maintenance Agreement with the company or its nominated agency or any association formed for the purpose and Allottee(s) shall be bound by the terms and conditions of the Maintenance Agreement.

The Allottee(s) shall be liable to pay Interest Free Maintenance Security @ ₹.25/- per Sq.Ft of super area to the company/nominated agency/association before the execution of the transfer document and the security charges shall be one time and non refundable but transferrable.

## MAINTENANCE CHARGES

The Allottee(s) shall be liable to pay two year advance monthly maintenance charges to the company/nominated agency/association at the time of getting offer of possession. The charges for the same shall be conveyed to the Allottee(s) as and when the same is worked out.

## COMMON AREAS

The Allottee(s), shall have no rights to seek partitions of the common areas in any manner whatsoever and Allottee(s) shall have the rights to use the common areas together with the other Allottee(s) of the complex in a manner that the common areas shall remain free from obstructions and hindrances, none of the Allottee(s) shall have the right to keep anything in the common areas either temporary or permanently, as to disturb its original shape, appearance and designs. The Allottee(s), undertakes and shall remain bound to observe, adhere and follow the obligations and discipline for the proper upkeep, maintenance, beauty, appearance and regulation of the entire housing complex in particular with regard to the following things;

- a) The Allottee(s) shall not allow or permit any pets such as dogs, cats, rabbits etc., to move around in the common areas, stair-case, parks etc, so as to endanger the life, liberty and property of the co-occupants/owners.
- b) The Allottee(s) shall park his/her vehicle in the area specifically marked for that purpose only. The Allottee(s) shall not allow his/her visitors to bring in the vehicles inside the complex and shall ensure the same to be parked outside the complex at his own risk, cost and consequences.

- c) The Allottee(s) shall not use or allow his/her flat to be used for any prohibited activities, so as to ensure the quiet and peaceful life/living of the occupants/owner of the flats in the complex.
- d) The Allottee(s) shall not put, affix and display any sign boards indicating his business or professional activities or other kind of boards or neon signs, which may form any kind of publicity or advertisements either of the Allottee(s) or anybody else.
- e) The Allottee(s) shall not do or cause to do any act in the form of additional constructions, whether temporary or permanent, or installation of any windows, screens, permanent curtains, coloring etc. which may disturb, alter, affect, damage, restrict, abridge, etc. the uniformity and unity of the façade and outer appearance of the entire housing complex.
- f) The Allottee(s) shall not use the park, garden, common areas, open space etc. for any kind of functions, congregations, parties, get together, group meetings etc. and it shall be strictly ensured to maintain the beauty of these areas for the purposes they are meant.
- g) That except for the areas herein allotted and all common usage rights and facilities attached therewith, all rights and interest in the entire common areas and facilities in the said housing complex, shall continue to vest in the company unless and until the same or any other part thereof is specifically transferred in any manner to any particular flat Allottee(s).
- h) The terrace, roofs, parapet walls, ground floor along with necessary approaches, swimming pool with changing rooms, and attached facilities, club, common toilets, built up space, builders office, covered and open parking space [except areas of which usage rights specifically allotted to the individual Allottee(s)] along with required approaches shall continue to be the property of the company who shall be entitled to use them for any purpose whatsoever. Any of Allottee(s) shall not cause any type of encroachment/construction on the above said areas and shall have no right or title whatsoever of any kind in these areas.
- i) The Allottee(s) undertakes that he/she shall allow the maintenance staff to enter in his/her flat/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/sewage in his/her flat.
- j) The Allottee(s) undertakes that he/she shall pay the expenses for repairing the toilets, bathrooms or any other part of any flat and painting thereof damaged due to his/her negligence or willful act.
- k) The Allottee(s) undertakes that he/she shall be responsible to pay for any damage to any equipment in the complex i.e. lifts, fire fighting equipments, motors, panels, water pumps or any other item if it occurs due to his/her negligence or willful act.

## SUPER AREA

Super Area means the total area comprising of covered area and the proportionate common area. Super Area for the purpose of calculating the sale price with regard to the said flat shall be the sum of the said flat area and its pro-rata share of common areas in the entire building.

Whereas the covered area of the said flat, shall mean the entire area enclosed by its periphery walls including area under walls, column, balconies, cupboards etc. and half the area of common walls adjacent to other premises/flats, which form integral part of the said flat. Common areas shall mean all such portion/areas, in the entire building which the buyer shall be sharing with other occupants of the said building that include entrance lobby, drivers common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors, passages, staircase, munties, service areas including but not limited to lift machine room, maintenance offices/stores, etc., architectural features if provided, and security/ fire control rooms.

In case of flat provided with exclusive open terraces the calculation of super area shall be done separately. Buyer however, shall not be permitted to cover such terraces and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that computation of super area does not include:

- Site for retail shop/shops,
- Sites/building/areas of community facilities/amenities like nursery/club/ community centre.
- Roof/ top terrace above flats
- Car parking areas

It is further clarified that the super area mentioned in the agreement is tentative and for the purpose of computing sale price in respect of said flat only and the inclusion of common areas within the said building/tower for the purpose of calculating super areas does not give any right, title or interest in common areas to buyer, except the right to use common areas by sharing with other occupant in the said building subject to timely payment of maintenance charges.

## GENERAL CONDITIONS

1. The Allottee(s) has satisfied himself/herself/itself about all features and aspects of the project including physical inspection of the land where the proposed project 'Gulshan Ikebana' is being developed/raised, the tentative building plans and ownership records of the land and all other documents relating to the title, competency etc. etc. and the Allottee(s) has been provided with all the information/clarifications, as and when desired.
2. The company has got the building plans prepared and is in the process of getting the same sanctioned/got sanctioned from the NOIDA.
3. The construction of the flats shall be strictly in accordance with the sanctioned building plans subject to normal variations which may be necessary as per requirements of the group housing complex but within the compounding limits. If the size of the flat allotted marginally increases or decreases, the total sale price of the flat shall accordingly be increased or decreased proportionally.
4. There may be variation in the colour, design, size etc. in the tiles, fittings and fixtures among different flats. However, in such an event, material/product of equally good quality shall be used.
5. That no Allottee(s) shall have the right to make any structural changes in the flat, whether outside the flat or inside the flat, in any manner whatsoever. The Allottee(s) of the flat in the said group housing complex shall ensure that the original structure of the flat is maintained to avoid any danger or damage to the constructional features of the whole building as well as that of adjoining flats.

That neither the provisional Allottee(s) nor the occupier of the flat can put up any sign board, publicity or advertisement material outside his flat or any where in the common areas, thereby causing obstruction or hindrance to the other Allottee(s) or passerby etc., without prior written permission of the company. However the provisional Allottee(s) may put up the nameplate of standard size depicting his name on the entrance of the Flat or on the specially designated space for the purpose.

That the Allottee(s) shall not cover, particularly the balconies and open areas by putting any kind of permanent or temporary structures, so as to ensure that the exteriors of the housing complex remains uniform and the beauty of the whole building is not tainted with.

6. The common facilities, conveniences, amusements, club, swimming pool etc. shall be operational on the completion of the entire project, irrespective that the possession has been handed over to the Allottee(s) phase wise.
7. The company shall be making provision for the necessary infrastructure for Gas pipeline for the direct gas supply by the GAIL or any other agency and Allottee(s) shall be liable to pay Pro-rata cost of such provision.
8. The area of the flat on the basis of which consideration has been worked out shall be the super area of the flat.
9. Every Allottee shall be liable to pay regular usage charges for using the club facilities in addition to the one time club membership which shall be non refundable. The use of the club facility shall be subject to the terms and conditions or rules of the club governing the same.
10. The Allottee(s) shall use the flat for residential purpose only as clearly specified as condition in the main lease as well as sub-lease by the NOIDA.

### SETTLEMENT OF DISPUTES

That in case of any dispute(s) between the company and the Allottee(s) on any of the matter(s) or issue(s) pertaining to the subject matter of this Allotment Letter or interpretation of any term of this Allotment Letter the same shall be referred for adjudication to the sole Arbitrator, so appointed, as per the provisions of the Arbitration and Conciliation Act, 1996. The award given by the arbitrator thereupon shall be final and binding on both the parties. The place of arbitration shall be at Delhi.

If the above terms and conditions of the Allotment are acceptable to you, in acknowledgement of the same, duplicate copy of the allotment letter be return to the company within fifteen days of the date of allotment letter, after duly signing the same with two witnesses.

Thanking you,  
 Yours faithfully  
 For Gulshan Homz and Infrastructure Private Limited



Authorised Signatory

The Allotment Letter is accepted unconditionally.

### WITNESSES

1. Amit Arora  
 C-5 Sector 63  
 Noida.



2.

2.

Signature of the Allottee(s)

1. ✓ 



For Gulshan Homes And Infrastructure Pvt. Ltd.

Company

Authorised Signatory

Allottee(s)

## PREMIUM SPECIFICATIONS

### Main Door

- Additional MS Steel safety door with wiremesh.

### Flooring

- Vetrified tiles in drawing/ dining/ bedrooms and kitchen.
- Anti-skid ceramic tiles in toilets and balcony.

### Door & Windows

- External door and windows made of UPVC.
- Internal hardwood frames with flush doors.

### Kitchen

- Granite top- working platform.
- Double-bowl stainless steel sink.
- Ceramic glazed tiles 2' above working platform.

### Toilet

- Anti skid Ceramic floor tiles.
- Ceramic tiles up to 7' height.

### Inside Wall Finish

- Inside wall finish with plastic paints in soothing colours.

### External Façade

- Exterior in superior paint finish.

### Electrical

- Copper wiring in concealed P.V.C. conduits.
- Sufficient lights and power points.
- Provision for T.V.points in living room and all bedrooms.
- Provision for video door phone.
- One tube light in each room.

### Super Structure

- Earthquake – resistant R.C.C. frame structure.


**ikebana**
**ANNEXURE-  
UNIT PLAN**


Type A  
3 Bed + 2 Toilet (1340 sq.ft.)

For Gulshan Homes And Infrastructure Pvt. Ltd.

  
Company Authorised Signatory



ALLOTTEE(S)

## ANNEXURE \_\_\_\_\_

FLAT No. D103  
Name Mr. Anil Gogia

Super Area 1340

Payment Plan: CLP

S.No.	Detail of Flat Cost	Payable as per Allotment Letter	Service Tax Payable	Total Due
1	Unit Sale Price	47,57,000.00	1,46,991.00	49,03,991.00
2	P.L.C	1,34,000.00	16,562.00	1,50,562.00
3	Car Parking	-	-	-
4	Lease Rent	1,20,600.00	14,906.00	1,35,506.00
		50,11,600.00	1,78,459.00	51,90,059.00

## Payment Plan (Schedule)

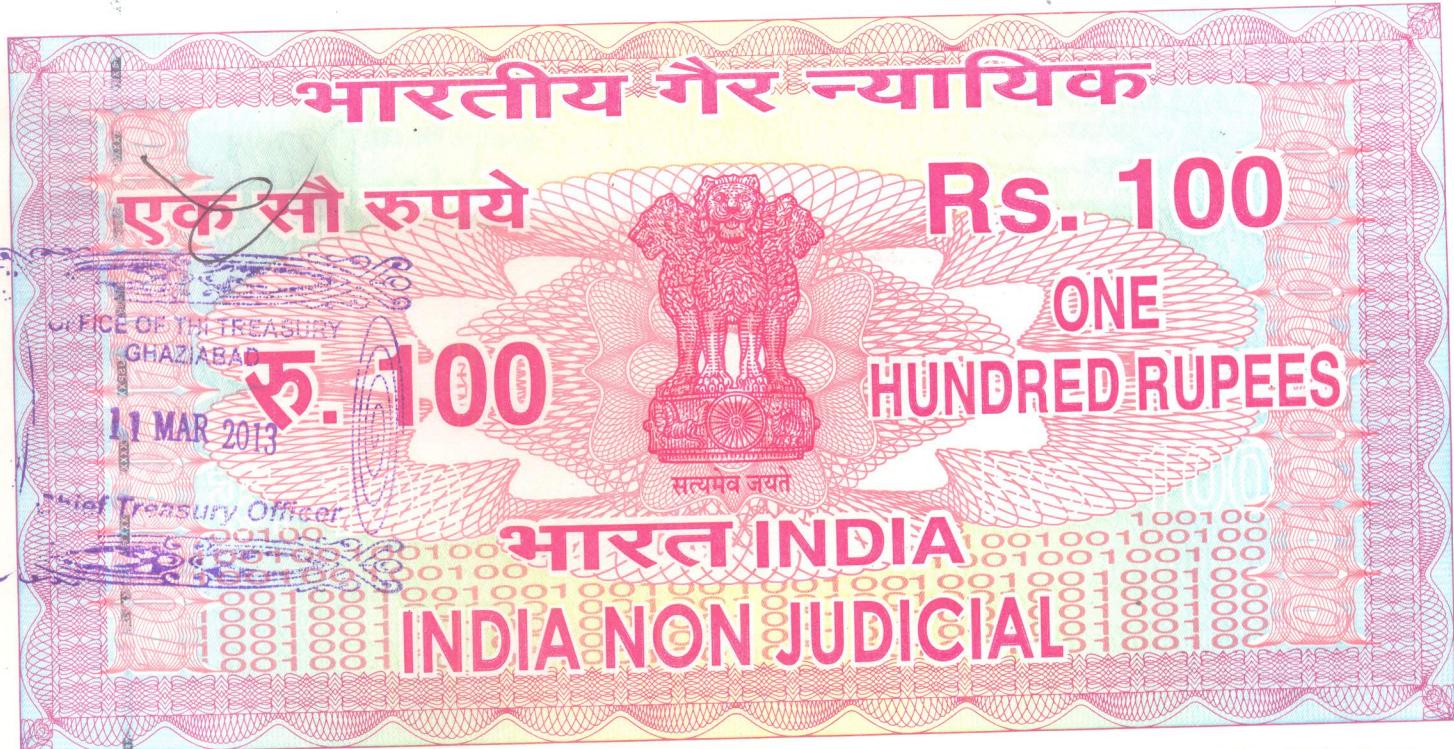
S.NO.	STAGES	Payment Terms	Payable as per Allotment Letter	Payable as per Allotment Letter	Total Due
1	At the Time of Booking	10%	4,75,700.00	14,699.00	4,90,399.00
2	Within 30 Days of Booking	10%	4,75,700.00	14,699.00	4,90,399.00
3	On Start of Excavation	7%	3,32,990.00	10,289.00	3,43,279.00
4	On Completion of Raft/Foundation	7%	3,32,990.00	10,289.00	3,43,279.00
5	On Casting of 1st Floor Slab	7%	3,32,990.00	10,289.00	3,43,279.00
6	On Casting of 3rd Floor Slab	7%	3,32,990.00	10,289.00	3,43,279.00
7	On Casting of 6th Floor Slab	7%+PLC's	4,66,990.00	26,852.00	4,93,842.00
8	On Casting of 9th Floor Slab	7%	3,32,990.00	10,289.00	3,43,279.00
9	On Casting of 12th Floor Slab	7%	3,32,990.00	10,289.00	3,43,279.00
10	On Casting of 15th Floor Slab	5%	2,37,850.00	7,350.00	2,45,200.00
11	On Casting of Top Floor Slab	5%	2,37,850.00	7,350.00	2,45,200.00
12	On Completion of Brick Work	4%	1,90,280.00	5,880.00	1,96,160.00
13	On Completion of Interior Plaster	4%	1,90,280.00	5,879.00	1,96,159.00
14	On Completion of Flooring & Tiles	4%	1,90,280.00	5,880.00	1,96,160.00
15	On Completion of Exterior Plaster	4%	1,90,280.00	5,880.00	1,96,160.00
16	At the Time of Offer of Possession (Two months before possession)	5% + Lease Rent	3,58,450.00	22,256.00	3,80,706.00
	Total	100%	50,11,600.00	1,78,459.00	51,90,059.00

Note : Service tax is calculated as per prevailing rate as on the date of allotment letter. Any future change in service tax rate, scheme, procedure or any increase/decrease in service tax will be on allottee account.

ALLOTTEE

For Gulshan Homes And Infrastructure Pvt. Ltd.

Authorised Signatory



### उत्तर प्रदेश UTTAR PRADESH

BH 281540

Annexed to and forming part of allotment dated ..... 12/6/13 for allotment  
of Flat No. D103 Measuring 1340 sq.ft (Super Area) to

Mr./Mrs./Ms. Anil Gogia

Son/Wife/Daughter of Mr./Mrs. J. D. Gogia

R/o C-124, Vikas Puri, New Delhi - 110018

&

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

Son/Wife/Daughter of Mr./Mrs. ....

R/o ....

&

At Group Housing Scheme in the name of style of "IKEBANA" being developed and promoted by M/S GULSHAN HOMES & INFRASTRUCTURE PVT. LTD. at GH-03A, Sec 143, Noida, U.P. having its registered office at 4, Dayanand Vihar, Delhi-110092.

For Gulshan Homes And Infrastructure Pvt. Ltd.

Company

MJ

Authorised Signatory

✓ *Anil Gogia*  
Allottee(s)