



ENDORSEMENTS



Customer ID No.

Dated:

ALLOTMENT LETTER

To,

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Sub: Allotment of Shop No. Floor in the project "THE CENTAL WALK"
at Bharat City, Indraprastha Yojna, Ghaziabad.

Please refer to your application dated with M/s BCC Infrastructures Pvt. Ltd ; having its registered office at B-14, Vivek Vihar, Phase-I, Delhi - 110 095 herein after referred to as "The Company". We are now pleased to allot you a shop in "CENTRAL WALK" at Bharat City, Indraprastha Yojna, Ghaziabad, as per details below, vide this Letter of Allotment ("Allotment Letter").

This allotment is subject to the following terms & conditions detailed herein below and the same shall prevail over and supersede all the other terms and conditions given in our brochures, advertisement, price list and any other sale document. Both the Company and the Allottee(s) are herein after individually referred to as the 'Party' and collectively as the 'Parties'.

DETAILS OF THE APPLICANTS(S) / ALLOTTEE(S):

FIRST/ SOLE APPLICANT/ ALLOTTEE :

Mr. / Mrs. / Ms/

S/o, W/o, D/o, Mr. / Mrs.

Resident of

Tel. No. Office

Mobile Fax No. PAN No.

CORRESPONDENCE ADDRESS:

Mr. / Mrs. / Ms.

Resident of



SECOND/JOINT APPLICANT/ALLOTTEE :

Mr. / Mrs. / Ms/

/o, W/o, D/o, Mr. / Mrs.....

Resident of.....

Flat No..... Office.....

Mobile..... Fax No..... PAN No.....

CORRESPONDENCE ADDRESS :

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

Resident of.....

THIRD/ JOINT APPLICANT/ ALLOTTEE :

Mr. / Mrs. / Ms/

/o, W/o, D/o, Mr. / Mrs.....

Resident of.....

Flat No..... Office.....

Mobile..... Fax No..... PAN No.....

CORRESPONDENCE ADDRESS :

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

Resident of.....

(to be filled in case of a Partnership Firm)

Partners.....

Registered Office.....



ANNEXURE-C

Prior Consent Form



CENTRAL WALK

ANNEXURE-B

SPECIFICATIONS



CENTRAL WALK

PARTNER :

Mr. / Mrs. / Ms/

S/o, W/o, D/o, Mr. / Mrs.

Resident of.....

Tel. No. Residence..... Office..... Mobile.....

Fax No..... Resolution dated..... PAN No.....

CORRESPONDENCE ADDRESS :

Mr. / Mrs. / Ms.

Resident of.....

(To be filled in case of a Company)

M/s.....

Regd. Office.....

DIRECTOR / AUTHORISED REPRESENTATIVE :

Mr. / Mrs. / Ms/

S/o, W/o, D/o, Mr. / Mrs.

Resident of.....

Tel. No. Residence..... Office..... Mobile.....

Fax No..... Board Resolution dated..... PAN No.....

CORRESPONDENCE ADDRESS :

Mr. / Mrs. / Ms.

Resident of.....

(Herein referred to as the Allottee(s) which expression shall include unless excluded by repugnant to the subject or context or meaning thereof shall their successors, assigns, executors etc.)



DETAILS OF THE SHOP

Shop No. Floor Carpet / Super built-up Area / of Shop
 Sq. Ft. / Sq. Mtrs. (Approx) Category / Type

PAYMENT PLANS

The Allottee(s) shall be required to make the payment, as per the Payment Plan opted by him/ her which the Allottee(s) hereby again reaffirms and declares as under :

Down Payment Plan

Construction Linked Payment Plan

The Allottee(s) shall pay the balance amount of the consideration in accordance with the payment plan Annexed as Annexure-A hereto this Allotment Letter.

In the event Allottee(s) fails to pay the balance consideration or in case of any delay in payment of any installment and/ or other charges, in accordance with the payment plan, the Allottee(s) shall be liable to pay interest calculated from the due date on the outstanding amount @9.5% per annum.

COST OF SHOP

Basic Sale Price (BSP) : Rs.

Power Backup 1 KVA : Rs.

GRAND TOTAL Rs.

The above cost of the Shop shall not include the following :

All taxes, impositions, levies, duties, registry cost, development charges as applicable or imposed or which may be imposed by Central Govt., State Govt. or local authorities with regards to the sale of Shop.

DEFINITIONS & INTERPRETATIONS

APPLICANT

means persons (s), who had applied for allotment of the said Shop, whose particulars were set out in the Application Form and who had appended his/her/ their signature in acknowledgement of having agreed to the terms & conditions of the Application Form.

APPLICATION FORM

means whole of the Application Form including payment plan, annexure, schedules, terms and conditions for allotment of

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ANNEXURE-A

PAYMENT PLAN

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rcise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be vented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this lication Form, which shall include but not limited to :

- a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- c) Strikes or lock outs, industrial dispute.
- d) Non-availability of cement, steel, water or other construction material or services due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to non- supply or delay in supplying of road, electricity, sewer and water supply up to the boundary walls of said project by the GDA/ Authority Concerned.
- e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/ company from complying with any or all the terms and conditions as agreed in this Application; or
- g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever.
- h) Any other event or circumstances analogous to the foregoing.

YOUT AND PLANS

ans the Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of rticular block, floor and a particular Shop.

YMENT PLANS

ans the mode of payment towards the captioned booking of Shop having mode, intervals and the time frame for the yments which is also prescribed in the price list of the project.

OBJECT

ie group housing project ('') including the commercial Area is proposed to be developed by e Company at Plot No. .

MAINTENANCE CHARGES

means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Said Project as stipulated / decided by e Company or the Maintenance Agency at such rates as decided, on the super built-up area of the Said Shop, payable on onthly basis.

.W.A./ A.O.A.O.

means the Resident Welfare Association/ Association of Apartment owners, an Association of the Shop owners which shall be ily formed as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or y amendment there to.

TAXES

ean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added x, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, .S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/ construction of the id Shop /Said Project.

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28. INSPECTION OF CONSTRUCTION :

That the Allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the Company shall not be held liable for any loss/ cost/ damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Allottee(s) or any family member accompanying Allottee(s).

29. NOTICE :

Any notice or letter of communication to be served on in either of the Parties by the other shall be sent by prepaid recorded delivery or registered post/ courier or by fax at the address shown here above or such other address as may be informed by the Allottee(s) in accordance with Clause 20.16 herein above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by electronic mail.

30. SHARE OF ALLOTTEE(S) IN SHOP :

That the Allottee & Co-allottee (if any) will have equal share in the Shop and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank, if, availed a loan. Similarly in a divorce case or where a dispute arises between the Allottee(s) inter-se, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern, if any. The above stated circumstances, if so occur, will not alter the obligation of the Allottee(s)/ or their legal heirs, as the case may be, in making payment of the consideration towards the Shop as per the payment plan and in the event of the Allottee(s) / Legal heirs fail to fulfill their obligations in compliance with the terms and conditions so set forth herein including the payment plan then the Company shall be within its right to cancel the booking and refund the balance amount, if any after making deductions as contained herein. For the refund in an above said case, consent of all Allottee(s) shall be necessary and otherwise the amount shall be refunded in equal share between/ among all the Allottee(s).

31. CHANGE OF NAME OF PROJECT :

In case the Company decides for any reason whatsoever, to continue the project under a different name other than " " than the Allottee undertakes not to raise any objection whatsoever for the reason of such change in name.

32. SEVERABILITY OF PROVISIONS :

If any provision of this Allotment Letter/ Buyers Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such case, the Parties shall forthwith enter into good faith negotiations to amend the provisions rendered void, illegal or enforceable in such a way that, as an amended provision, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as reflected herein with respect to the matter in question.

33. DISPUTE RESOLUTION :

All or any dispute that may arise with respect to the Terms & Conditions of this Allotment Letter, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a Sole Arbitrator who shall be appointed by the Developers. The Allottee confirms that he shall have no objection to such appointment and shall not raise any doubt as to the independence or impartiality of the said sole arbitrator. The decision of the Arbitrator shall be final and binding on the parties.

The venue of Arbitration shall be at Ghaziabad and only the courts at Ghaziabad shall have the jurisdiction in all

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matters arising out of the Allotment Letter

THAT THE FOLLOWING ANNEXURE ARE ANNEXED HERewith WHICH ARE ALSO BEING THE PART OF THIS ALLOTMENT LETTER / BUYERS AGREEMENT:

- a) Payment Plan
- b) Specification Sheet
- c)
- d)

I/we have fully read and understood the terms and conditions mentioned herein above, terms and conditions of the Allotment Letter and I agree that all shall be binding over me/us. It is clear to me/us that for any change in layout of the project if my/our written consent is required as per law then I/We hereby give consent that the Company can make any type of change in layout/elevation/ design, coverage area, common area, limited common area besides alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

For and on behalf of

M/s.

(Authorized Signatory)

ALLOTTEE(S)

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WITNESSES:

1.....

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2.....

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the said Shop in the proposed Project;

ALLOTMENT LETTER

Means Allotment Letter confirming the booking of the Shop by the Company containing standard terms and conditions duly executed between the Company and Allottee(s).

ALLOTTEE(S)

Means those who have executed the Allotment Letter over standard format of Company thereafter a particular Shop(s) has been reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance/ Registry is executed. In case of more than one Allottee the other will be considered as Co-Allottee(s) and Allottee and the co-Allottee(s) will have the equal share in the Shop unless specified.

APARTMENT ACT (As applicable)

The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

AREA :

- a) **Area of land :** - Total Area of land over which the Project is going to be constructed.
- b) **Polly Line Area :** - All constructed area of a Shop with or without roof including walls, columns, beams, cupboards, useable shafts, balconies and terrace with or without roof.
- c) **Carpet Area :** - The covered area of the usable rooms at any floor level (excluding the area of the wall), as per NBC-2005.
- d) **Common Area and Facilities :** - Means all facilities to be used by all the Shop holders, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control penal room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems, security/ fire control rooms, maintenance offices/ stores etc., if provided.
- e) **Independent Area :** - Means the Areas which have been declared but not included as common areas for joint use of Shops and may be sold by the company/ promoter without the interference of other Shop owners.
- f) **Limited Common Area and Facilities :** - Means those areas and facilities which are designated in writing by the promoter before or at the time of Allotment, sublease or other transfer of any Shop as reserved for use of a particular or certain Shop or Shops to the exclusion of the other Shops.

COMPANY

Means "....." a company registered under The Companies Act 1956 or the companies Act, 2013, having its registered office at

CREDAI

Means Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the Shop / Shop buyers and developers. It also have a cross check over the developers according to its code of conduct.

EARNST MONEY

Means 10 % of the Cost of the Shop.

FORCE MAJEURE CLAUSE

Means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the

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investigation in deciding to enter into this Allotment and is executing the present Allotment Letter willingly without any coercion, undue influence or misrepresentation.

That the Allottee(s) agrees and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Shop, as the case may be or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the remaining structures in the Group Housing Project including the Commercial Area or other buildings adjoining the Shop sold to the Allottee(s).

That the proposed Group housing Project ("_____") including the Commercial Area is comprising of many Towers/ Blocks/ Areas. As soon as the construction of particular Tower/ Block/ Area will be completed with all the basic amenities attached to that Tower/ Block/ Area, the company after applying for the completion certificate of particular Tower/ Block/ Area to the authority concerned, will offer the possession of the Shop in that Tower/ Block/ Area to the Allottee(s). The construction of remaining Towers/ Blocks/ Area will be going on. It can take further time till the completion. The Allottee(s) have to take possession of his/her/their Shop as and when it will be offered to the Allottee (s) and the Allottee (s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any reason whatsoever. It is hereby cleared to the Allottee(s) that the completion certificate in part could also be applied for a particular block/ Area of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. It is further clarified that the common area and facilities etc. can be developed simultaneously or after the completion of the project. Therefore, the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the Allottee(s).

GENERAL:

That various practical and technical reasons may arise due to which the areas and specifications of Shop may change. Hence at present the lease deed/ sub lease deed can't be executed and this allotment letter is issued, which will be superseded by the final sub Lease Deed. Sub Lease Deed will be executed on the substantial completion of Shops, in accordance with relevant provisions of law as applicable in U.P. on same terms and conditions.

Considering some eventualities which may arise in future thereby compelling the Company to make some changes in the terms & conditions, such conditions as may be notified will also be treated as a part of this Allotment Letter.

That until a lease deed/ sub lease deed is executed and registered, the Company shall continue to be the owner of said Shop and also the construction thereon and this allotment shall not give to the allottee(s) any rights or title or interests therein even though all payment have been received by the Company.

ALL TAXES AND LEVIES:

In addition to, as mentioned in Price List, the Government of Uttar Pradesh or any other authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cesses, charges etc. by whatever name called on prescribed basis either existing or leviable in future and in that event, the Allottee(s) agrees to pay the same either directly to the concerned authorities or if paid by the Company, reimburse the same to Company on pro-rata basis on demand being raised by Company on him in this regard. It is made clear that the said charges shall be levied on pro rata basis pertaining to the said Shop and the same shall be assessable/ applicable/ calculable from the date of this Application/ Booking.

Further, if there is any House Tax/ Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, City Development Charges, Levies, Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF and Taxes of all and any kind by whatever name called and development charges of the land of the Project, compensation to the farmers and other charges whether levied or leviable now or in future imposed by any Local Authorities, State Government, Central Government or Court as the case may be as assessed unpaid or payable and attributable to the Company as a consequence of Government/Statutory or other local authority(s) order, the intending Allottee(s), shall pay the same in their proportionate share.



LAND DETAILS

Under the sanction/permission granted by Ghaziabad Development Authority vide map No. 24/Zone-8 /G.H / 2013-14 Dated-26/07/2014, Map Letter No. -87/Zone-8 / 14-15 Dated 03/01/2015, Khasra No. 09 to 26, 29 to 42, 44 to 48 & 67 to 81 Nistoli, Loni, Ghaziabad and Khasra No. 74, 87 to 90, 100, 102 to 105 & 108 to 114 Afzalpur, Loni, Ghaziabad Commercial area situated at Village Nistauli, Loni Ghaziabad, Part area of Khasra No. 24, 32,33,34 and 44 .

1. TIME IS ESSENCE :

That it is understood by the Parties herein that the timely payment of each installment and other charges shall be the ESSENCE of this Allotment Letter . It shall be incumbent on the Allottee(s) to comply with the terms of payment and/ or other terms and conditions of Allotment Letter / Buyers Agreement as stipulated herein.

2. PAYMENTS AND FAILURE/DELAY IN PAYMENT :

2.1 The Allottee(s) hereby agrees that 10% of the Cost of the Shop shall constitute earnest money('Earnest Money').

2.2 Timely payment as indicated in the Payment Plan is the ESSENCE of this Allotment Letter/ Buyers Agreement. It will be obligatory on the part of the Allottee(s) to make the payment on or before the due dates. If any installments as per Payment Plan is not paid within due date, the Company shall be entitled to charge 9.5% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 90 (Ninety) days or if inability is expressed by the Allottee(s) to perform his/her part of this contract, the allotment shall automatically stand cancelled without any prior intimation/ notice to the Allottee(s) and the Allottee(s) will cease to have any lien on the Shop. Out of the amount deposited by the Allottee(s) the Earnest Money will stand forfeited and after deduction of over dues interest, the amounts received from housing finance companies/banks against the said allotment and any other charges, the balance amount, if any shall be refunded without interest only after the said Shop will be sold to another customer. It is agreed and understood by the Allottee(s) that No Objection Certificate from the Broker and from the bank, if, availed a Bank loan is also required, if inability is expressed by the Allottee(s) to perform his/her part of this contract or the Allottee(s) cancel the Shop at its own.

2.3 However, the Company may, at its sole discretion, condone the delay in payment exceeding 90 (Ninety) days by charging interest @ 12% per annum along with restoration charges of Rs. 2, 00,000/- (Rupees Two Lakh Only) and restore the Allotment in case the allotted Shop has not been allotted to someone else or offer an alternate Shop, if available, in case the Shop of the Allottee(s) has already been allotted to someone else, as the case may be.

2.4 Alternatively the Company may without prejudice to its rights and in its sole discretion, waives its right to terminate the Allotment Letter / Buyer Agreement and enforce all the payments and seek specific performance of this Allotment Letter / Buyer Agreement.

2.5 The parties agree that the possession of the Shop will be handed over to the Allottee(s) only upon the payment of all outstanding dues, penalties etc. along with interest by the Allottee(s) to the satisfaction of the Company.

2.6 It is further agreed that any payments made by Allottee(s), to the Company and a receipt duly issued in respect thereof, shall be binding upon the Company, however the payments, if any made by the Allottee(s), to any third party (including any brokers) or any receipt issued against such payment by such third party (including any brokers) shall not be binding upon the Company.

3. ADJUSTMENT OF INSTALLMENTS :

The Company shall have the right to adjust the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Cost of the Shop and other Charges.

The timely payment of Balance money in the manner set out herein along with all other charges as described herein is the essence of this allotment letter. If the allottee(s) fails to pay any installment of the balance money, even for



reasons of cheque, the developers may grant a grace period of 21 (Twenty one) Days from the respective due date to the allottee to make the outstanding payment. However the allottees shall be liable to pay interest at the rate of 9.5% (nine and half percent) per annum on the outstanding amount computed from the date of actual realization of the payment, including that for the Grace period- balance money along with the balance charges (if any) in case of dishonor of cheque.

4. SUPER AREA & COMMON AREA :

The Allottee(s) agree that he / she / they shall pay the price of the Commercial Shop and other charges on the basis super-built-up area of the Shop as defined herein above under Clause E "Definitions and Interpretations".

5. TITLE, LAYOUT & PLANS, DRAWINGS, SPECIFICATION & ALTERATION IN LAYOUT PLANS :

5.1 That the Allottee(s) has/have seen all the documents of titles and other relevant papers/ documents etc. pertaining to the aforesaid Project and is/ are fully satisfied about the title and rights of the Company in respect of the aforesaid Project.

5.2 The drawing, layout and plans of the Project has been displayed at the site office of the Project & the registered / corporate office of the Company which the Allottee(s) has/have seen and accepted the plans, designs, specifications which are tentative, modifications in the layout plan/building plans, designs as the Company may deem fit or as directed by any competent authority(ies) may be done. That the Company shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alterations may include change in location, preferential location, number, increase or decrease in numbers of Shops, floor, block or area of the Shop, designs, specifications etc.

5.3 The tentative specifications of actual construction are duly specified in the brochure and also forming the part of this Application Form and the Allotment Letter. That if any change in specifications of the Shop as described in Annexure-B is necessitated during construction then in such an event material of equally good quality shall be used. However The Company may on its own, provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual Shop. The same shall be binding on the Allottee(s) and the proportionate cost of such changes shall be borne by the Allottee(s). That the decision of Company's Architects on such changes will be final and binding on the Allottee(s).

5.4 That in case a particular Shop is omitted due to change in the plan or the Company is unable to hand over the same to the Allottee(s) for any reason beyond its control including Force Majeure reasons as defined herein above, the Company shall offer alternate Shop of the same type and in the event of non-acceptability by the Allottee(s) or non-availability of alternate Shop; the Company shall not be responsible to pay any damage or interest to the Allottee(s) whatsoever.

5.5 That any alteration / modification as the Company deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the super built-up area of the Shop including terrace/balconies, there will be no extra charge/ claim by the Company also the Allottee(s) shall not be entitled for any refund. However any major alteration/ modification resulting in more than $\pm 3\%$ in super built-up area, including terrace/balconies of the Shop, anytime prior to and upon the possession of the Shop the Company will intimate to the Allottee (s) in writing about the changes thereof and the change in the enhanced cost of Shop. The Allottee(s) agrees to pay that amount to the Company. The Allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice. In case the Allottee(s) doesn't give consent and objects for such change, the allotment shall be cancelled and the Company will refund the entire money received from the Allottee (s) without any deduction and with simple interest @ 9% per annum on the amount paid by the Allottee(s). No other claim of the Allottee (s) shall be considered in this regard. It shall always be clear that any alteration / modification resulting in more than $\pm 3\%$ change in the super built-up area of the Shop, including terrace/ balconies, then the demand or refund shall be



22. LOANS/MORTGAGE:

That in case the Allottee(s) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Shop applied for, the Company shall facilitate the process subject to the following :

i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Allottee(s). In the event the Allottee(s) wishes to take loan from any financial institutions or banks then any delay in the disbursement due to any reason whatsoever shall be sole responsibility of the Allottee(s).

iii) The Company has the right to raise finance from any Bank/ Financial Institution/ Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favour of the one or more of such financial institutions and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction/ development of the Project/ Commercial Area, notwithstanding the foregoing the Company shall ensure to have any such charge, if created, vacated on completion of the Project/ Commercial Area or before execution of the document / sub lease deed.

23. INDEMNITY :

23.1 That the Allottee(s) shall abide by the terms and conditions of the Allotment and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Allotment, the Allottee(s) shall be liable for such act. If any loss is occasioned due to the act or omissions of the Allottee(s), the Allottee(s) shall indemnify the Company for such act or omissions which has occasioned the loss.

23.2 The Allottee(s) undertakes to abide by all the laws, rules and regulations or any other law as may be made applicable to the said property i.e. land, building, residential Shop, Commercial Shop, car parking spaces, other common areas, club house amenities and facilities. All taxes, levies, charges or assessments levied by government or any other authority on the land and/ or the building shall henceforth be payable by the Allottee(s).

24. TERRACE RIGHTS :

The Allottee(s) shall have no terrace right except the common use along with other occupants or Allottee(s) of the Shops in the said Commercial Area. The Company reserves the right to use any part of the top roof/terrace above the top floor or to raise any further construction, for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use the same for advertisement purposes or otherwise and the Allottee(s) agrees that he / she / they will not object to the same and will not make any claim on this account.

25. UNDERTAKING BY THE ALLOTTEE(S):

25.1 That the Shop Allottee(s) has fully satisfied himself/ herself about the interest and the title of the Promoter/ Developer/ Company in the said land on which the Shop as a Group Housing project and including commercial Area Scheme will be constructed and has understood all limitations and obligations in respect thereof and, there will be no more investigation or obligation by the Shop Allottee(s) in this respect.

25.2 That this Allotment is subject to the terms & conditions detailed herein above and all the terms and conditions mentioned in the previous advertisements, price list, prospectus, brochures, application form or any other sale documents shall be treated as null and void and not binding upon the Company. This cancels all previous Allotment Letters, if any, issued against the Allotment of this Shop or any other Shop by the Company.

25.3 The Allottee(s) acknowledges that the Company has readily provided all the information/ clarifications as required/ demanded by the Allottee(s) but that Allottee(s) has/have not relied upon and is not influenced by any plans, brochures, advertisement, representations, warranties or estimates of any nature whatsoever relating to description or physical condition of the property and the Allottee(s) has/have relied solely on his/her/their own judgment and



20.13 NO DUES CERTIFICATE

That the Allottee(s) shall not assign, transfer, sub-lease or part with possession of the Shop without taking 'No Dues Certificate' from the maintenance agency appointed by the Company or Association as the case may be.

20.14 UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010

That the Allottee(s) undertakes to abide by all the laws, rules and regulations and the terms of Government orders including U.P. Ownership of Flats Act, 1975 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any other laws applicable earlier or made applicable hereafter to the said Shop / Complex and as amended from time to time.

20.15 REGISTRATION OF ADDRESS

That in case of Joint Allotment, all communications demand notices etc. 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 sent to the other named Allottee(s). It shall be the sole responsibility of the Allottee(s) to inform and communicate about any such communication to the Co-Allottee as no separate communication will be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Company by Registered A.D. post about all subsequent changes in his address, if any, failing which all demands notices and letters posted at the earlier registered will be deemed to have been received by him/her.

20.16 FURTHER PAPERS, APPLICATIONS, AND DECLARATIONS ETC.

That the Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance and do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other Shop Owner's in the Commercial Area. The Allottee shall comply with legal requirements for purchase of immovable property wherever applicable, after execution of the Buyer's Agreement and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said Commercial Shop.

20.17 OWNERSHIP RIGHTS

That until a registry is executed & registered, the Company shall continue to be the owner of the Shop and also the construction there on and this allotment shall not give to the Allottee(s) any right or title or interest there in even though all payments have been received by the Company. The Company shall have the first lien and charge on the Shop for all its dues that may/become due and payable by the intending Allottee(s) to the Company. It is further clarified that the Company is not constructing any Shop as the Contractor of the Allottee(s), but on the other hand the Company is constructing the Commercial Area as its own and the sale will be affected after the actual construction/finishing of the Shop by the execution of sub lease deed.

21. REPRESENTATIONS AND OBLIGATIONS OF THE COMPANY:

21.1 The Company shall undertake to allow the Allottee(s) to hold, use and enjoy the Shop and every part thereof without creating any unreasonable interruption either by itself or by any person or person claiming under, for or on its behalf.

21.2 That the Company shall be responsible for providing internal services within the Commercial Area which include laying of roads, water lines, sewer lines, electric lines. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the Commercial Area to be connected to the internal services are to be provided by GDA/Competent Authority.



applicable for the entire area e.g., for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4% area.

5.6 Any request for any change in construction of any type in the Shop from the Allottee(s) will not be entertained / Allowed.

5.7 That as per the Layout Plan it is envisaged that the Shop on all the floors shall be sold as an independent Shop with impartible and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the Shop and as per final declaration to be submitted at the time of completion of the project. It is clarified that only the Allottee(s) of the Shop of a particular floor/block will have an undivided interest in limited common facilities for dwelling Shops of individual floor/block. (Limited Common Areas and Facilities for Shops mean those common areas which have been reserved by the Company for the use of certain Shop or Shops to the exclusion of other Shops) and also an undivided interest in the General Common Areas and facilities of the Project.

5.8 That the permissible FAR shall be as per the prevailing Building Bylaws of the GDA which comprises of limited nos. of the Shop s/ flats in proportionate to the population density. Thereafter additional purchasable FAR, compound able FAR and Green Building FAR etc shall be permissible as per the Authority's regulations time to time. Also that in the eventuality of change in FAR the Company shall have the right to explore the terrace to achieve the enhanced FAR. That the Company can make any type of changes in layout/ elevation/ design/ alteration in open spaces area etc. as and when required and deemed fit by the Company and by signing this Application Form/ Buyers Agreement, it shall be presumed all time consent of the Allottee(s) for all which has been stated herein. In such a situation, the proportionate share of the Allottee(s) in the common area and facilities and limited Common areas and facilities shall stand varied accordingly. Further all the residuary rights in the proposed Complex shall continue to remain vested with the Company till such time as the same or a part thereof is allotted, or otherwise transferred to any particular person/ organization by the Company at its sole discretion. (The consent Letter or NOC letter for Clause No 5.8 is attached in Annexure D)

5.9 All natural products such as tiles, marble stones and wood etc. may have slight variations in texture colour and behavior and may have surface cracks.

6. PARKING SPACE & BASEMENT SPACE :

Car parking allotment facility Subject to the availability. Allottees (s) have no right to claim car parking space, if car parking space is not available.

7. MAINTENANCE AND ITS ALLIED CHARGES :

7.1 The Commercial Area and its common facilities are proposed to be managed by the Company or a facilities management agency so nominated by the company initially for a period of 1 year and thereafter for a renewed/extended period till the same is handed over to any R.W.A. / A.O.A.O. / local body / society or the arrangement is terminated by the company. The Allottee(s) agrees to enter into an agreement for commercial Area maintenance & facilities management with the company and/ or any agency so nominated by the Company and pay for the monthly and other bills/ demands for commercial Area maintenance & facilities to the management/ agency properly and regularly.

7.2 The Maintenance Charges @ Rs. 10/- (approx. may vary according to circumstances) per Sq.Ft. per month of the Super Built-up Area shall be payable as per company rule. It is however clear that the agency so appointed shall be an independent entity in itself and be sole responsible for its conduct. The Allottee(s) shall pay advance maintenance charges (AMC) for 1 year at the time of possession of the said commercial Shop. The advance maintenance charges (AMC) have been fixed based on cost of service and material/consumables as prevailing at the time offer of possession and may be changed depending on the variation and cost prevailing at the time of possession. Further the maintenance charges shall become payable by the Allottee(s) immediately upon the expiry of 60 days from the date



of Letter of offer of possession and for buyers who buy the Shop after the letter of offer of possession the maintenance of the said Shop will be applicable from the expiry of 60 days from the date of booking of the said Shop. The AMC shall be utilized for meeting cost of providing Commercial Area maintenance & facilities management services including campus security, common area housekeeping, garbage disposal, horticulture, maintenance of lifts, water pumps, filtration Shops, fire pumps, EPABX, system and other common area electro-mechanical equipment including their AMC's and services of an electrician, plumber and estate manager for the maintenance of the Commercial Area. The proportionate share of expenses on account of common area electricity consumption, generator power backup (individual Shop plus common areas) shall be charged extra on Super Built-up Area basis or as per actual / Shops consumed.

- 7.3 It is understood that the right to use of common facilities shall be subject to regular and timely payment of commercial area maintenance & facilities, management bills and other charges as fixed from time to time.
- 7.4 The Allottee(s) also agrees to deposit with the Company an Interest Free Maintenance Security (IFMS) @ Rs. 50 /- per sq. ft. on date of possession / offer of possession, whichever is earlier along with Sinking Fund @ Rs.25000/- of the Carpet Area.

Note :

- NOC from the Company / Maintenance Agency is required for clearance of dues prior to the sale of Shop by the Shop owner otherwise the subsequent buyer will not be allowed.
- Sinking Fund is a contingency or emergency fund which will be used for replacement, refurbishing, major repairs of the plant, machinery and other equipments etc. so installed by the Company in the said Project or towards any expenses incurred on account of any unforeseen contingency in future.

- 7.5 That the Allottee(s) will allow the Complex maintenance teams to have full access to and through his Shop at all reasonable times and terrace area for the periodic inspection, maintenance, repair of service conduits and the structure.

8. ELECTRICITY, WATER, SEWER, FIRE FIGHTING & FTTH CHARGES :

- 8.1 That the Allottee(s) shall pay to the Company electricity, water, sewerage connection, Fire Fighting & Fiber to the Home (FTTH) Charges as may be fixed by the Company on pro-rata basis on actual.
- 8.2 So long as the maintenance charges as mentioned in Clause 7, herein above and other electricity, water and sewage charges are paid regularly, as provided in these present, the Allottee(s) or anyone lawfully claiming under him/her shall be entitled to the user of common facilities. In the event of default of such payments, it shall not be open to the Allottee(s) to claim user or any right of the common facilities and that the Company, in its sole discretion, shall be entitled to stop the use of such common facilities by the Allottee(s) / Occupier of the Shop. The use of such common facilities shall be permitted as soon as the breach is rectified.

9. WATER SUPPLY :

The Company shall construct an underground water tank for the entire Complex and the supply will be given from the said water tank.

10. ELECTRICITY SUPPLY AND POWER BACK-UP:

- 10.1 That single point electric connection will be taken for the Project from the Competent Authority and the electricity will be distributed through separate meters to the Allottee(s) through pre-paid systems. The Allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in the Application Form and also according to all other Terms & Conditions as per the electricity supply agreement. That the rate for Electricity charges will be as per the rates of State Electricity Board which includes Fixed charges, Shop charges, regulatory



20.8 SHOP'S INTERIOR, MAINTENANCE & INSURANCE

- 20.8.1 That the Allottee(s) shall carry out all the maintenance and interiors of the Shop at its own cost. The interior of the Shop shall be the responsibility of the Allottee(s) and the Company shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Allottee(s) or any act caused / occasioned / occurred by any third party.
- 20.8.2 That the contents of each Shop along with the connected structural part of the building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. the Company after handing over the possession of a particular Shop shall in no way be responsible for safety, stability etc. of the structure. The Allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building. However the Company may get the entire structure insured and charge the cost against the same from the Allottee(s) on pro rata basis.

20.9 SIGNAGE

That the Allottee(s) shall not put up any sign / neon board at a place other than the designated / designed place provided for the purpose by the company. The Allottee(s) shall put up the sign / neon board strictly of the size specified by the company.

20.10 ALTERATIONS IN THE SHOPS

That the Allottee(s) shall not make any such additions or alterations in the Shop so as to cause blockage or interruption in the common areas and facilities within the Commercial Area and / or to cause any structural damage to the main pillars, ceilings or any major construction within and outside the Shop or cause any encroachment in the Commercial area or in the structure of the building(s) in the Commercial Area. That the Allottee(s) shall not demolish any structure of the Shop or any portion of the same or cause to make any new construction in the Shop without the prior approval and consent of the Company or the local authority in written, if required. The Allottee(s), however, undertakes that he/she/they shall not divide / sub-divide the Shop in any manner. The Allottee(s) shall not change the colour and facade of outer Walls of his/her Shop.

20.11 CHANGE OF NOMINEE(S)

That the Allottee(s) is entitled to get the name of his/her nominee substituted in his/her place, with prior approval of the Company, provided the Allottee(s) has paid at least 95% of the total Consideration or cleared all dues till that date of the Company, who may in its sole discretion permit the same on such conditions as it may deem fit and proper.

20.12 ENDORSEMENT OF SHOP

- 20.12.1 That the Allottee(s) shall not be entitled to get the names of his/her/their nominees substituted in his/her place. The Company may, however, in its sole discretion, permits such substitution on such terms and conditions including payment of such Endorsement charges as may be applicable. 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 / sister) will be attracting Endorsement charges. Endorsement charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such changes.
- 20.12.2 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 Shop was made by the Allottee(s) by raising funds / loans against allotted Shops as security from bankers or financial institutions.
- 20.12.3 The substitution / change of name in place of the Allottee(s) will be done as per the Company's applicable policy.
- 20.12.4 In case the Allottee(s) desires, Endorsement of allotment / ownership of Shop, before registration / possession, an Endorsement fee on total sale price as prevailing at the time of such Endorsement shall be payable by the Allottee(s).



lease deed. The Allottee(s) shall get exclusive possession of the built up area of his Shop and shall have no right in the remaining part of the building/ Commercial Area except the right of use and ingress and egress in the common areas, services and facilities within his building/ Commercial Area. All the common area and/or land and common facilities and services including unsold/ un-allotted spaces shall remain the property of the Company. The sale/ sub lease deed of the allotted Commercial Shop shall be executed and registered in favour of the Allottee(s) at the time of possession of the commercial Shop after receipt of total payments and dues in respect of the said Shop including stamp duty charges and registration costs, legal charges, other incidental expenses and any extra charges which may be due etc.

20.2.2 All charges, expenses, stamp duty, court fee, official fees etc. towards documentation, execution and registration of sale/ sub lease deed, including nominal documentation & services charges, legal charges and other incidentals expenses will be borne and paid by the Allottee. If the Company incurs any expenditure towards the registration of the Shop, the same shall be reimbursed by the Allottee to the Company. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some/ all charges by the Company such discount availed by the Allottee shall be reimbursed to the Company prior to registration.

20.3 ENTRY & RESTRICTIONS

It is in the interest of the Allottee(s) to help the maintenance agency in effectively keeping the Shop and the Commercial Area secured always. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Commercial Area.

20.4 NUISANCE AND ANNOYANCE

20.4.1 That the Allottee(s) shall not allow or permit any pets such as dogs, cats, rabbits etc., to move around in the common areas, stair-cases, parks etc. so as to endanger the life, liberty and property of the other co-occupants/ owners.

20.4.2 That the Allottee(s) shall not use the Shop for any such activities, as are likely to cause nuisance, annoyance or disturbance to other occupants of the Complex/ Commercial Area or those activities which are against law or any directives of the Government or the local authority.

20.5 LAWNS AND OTHER COMMON AREAS

20.5.1 That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any Area/block for organizing meetings and small functions, the same shall be used on cost sharing basis.

20.5.2 That the Allottee(s) shall not use common area for purpose of storage and storage will remain confined to the four walls of the above mentioned space allotted to the Allottee(s) and shall under no circumstance be allowed to place its articles in the common passage or open area, to ensure that common area remain free from all hindrances.

20.6 PERMITTED USE

20.6.1 The Allottee(s) shall always use the Shop for commercial purpose only and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or the assets of other occupants or the equipments in the Commercial Area or use the Shop for any activity apart from commercial and not put to use the Shop for any immoral, industrial or illegal activity.

20.6.2 The Allottee(s) shall not use Shop for inflammable material, petroleum products, Butcher Shop, liquor & beer, dump of cement, Iron, Steel and other items/ goods of similar nature are strictly prohibited in the above mentioned Shop.

20.7 INTERNAL SECURITY

It is expressly understood that the internal security of the Shop shall be the sole responsibility of the Allottee(s).



charges, taxes and duties: - Plus @ 10% of the Shop charges will be charged extra as per the U.P. Power Corporation Ltd. Vide notification Dated 9 October 2014 for distribution and line losses.

10.2 That the Company shall install additional equipments for Power Back-up facility in the Complex. However, the Company/ Agency may provide power back-up (with extra cost) subject to availability, for capacity up to..... KVA, further subject to confirmation at the time of Booking. It is however accepted by the Allottee(s) that the availability of the said Power Back-up facility shall be subject to regular payment of charges towards consumption charge per Shop and fix charge per KVA which will be decided by the Company on the basis of the cost of the inputs like diesel/ gas etc. and will increase/ decrease along with the cost of these inputs. Further the said Power Back-up facility is an additional feature.

10.3 The charges for electricity connection shall be Rs. / - (approx. may vary according to circumstances) and electricity load @ 15,000/- (approx. may vary according to circumstances) per KVA will be charged. The above charges shall be payable at the time of possession. Service Tax as applicable shall be charges extra. Electricity load up to KVA is mandatory :

10.4. The power back up shall be charged @ Rs. 25,000/- (approx. may vary according to circumstances) per KVA payable at the time of possession. Service Tax as applicable shall be charges extra.

Note :

Per Shop charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel. In addition to the Shop charges, Per KVA fixed monthly maintenance charges shall be applicable for major and minor break downs of the DG set.

10.5 If the Allottee(s) disagree with the charges fixed by the Company/ Agency or does not pay the same for any reason whatsoever the Company/ Agency shall have the right to withdraw the above said facility except for common area services and the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Company/ Maintenance Agency/ any other Company or body providing the same. In the event the Allottee(s) requires any further Power Back-up for its appliances/ equipments, the Allottee(s) at its liability may install appropriate stabilizers/ Uninterrupted Power Supply Shops within the Shop. The said Power Back-up Facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency providing the same. That the Allottee(s) accepts that the Allottee(s) shall not claim any loss or damage, whether direct or consequential from the Company/ any other Company or body providing the same, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Company/ any other Company or body providing the same.

11. WATCH AND WARD ARRANGEMENTS:

Watch and ward arrangements are proposed to be provided in the Commercial Area. Accordingly the Company/ Maintenance Agency shall have a free hand to restrict the entry of outside persons into the Commercial Area. Provision of such watch and ward service would not create any liability of any kind upon the Company/ Maintenance Agency for any mishap caused by any miscreants.

12. HANDING OVER OF MAINTENANCE TO R.W.A./ A.O.A.O. :

That at the time of handing over the maintenance of the Group Housing project including the commercial Area to the RWA/A.O.A.O., all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment's with motors rooms, Single Point Distribution system, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area with all liabilities will be handed over to the RWA/A.O.A.O.

Note: All the un-sold Spaces and areas which are not falling in the part of common area shall continue be the property of the Company and all right are reserved with the Company for the said areas.



13. POSSESSION:

- 13.1 That the Builder shall handover the possession of the shop within 2 year with a grace period of +6 months from the date of signing of this agreement as detailed herein below and also subject to Force Majeure circumstances defined in Clause E "Definitions and Interpretation" herein above.
- 13.2 That the construction could be completed prior to the date mentioned in the Application Form/ Allotment Letter. In that case the Allottee(s) shall not refuse for taking the possession on any ground whatsoever. The date given in the Application Form and Allotment Letter/ Buyers Agreement is an assessment only and construction could be completed earlier to that as well and in such case balance payment shall become due immediately.
- 13.3 In the event of occurrence of any Force Majeure Event or Circumstances, it is hereby clarified that the date of possession as mentioned in the Application Form/ Allotment Letter shall stand automatically extended, without any further act or deed on the part of the Company by the period during which a Force Majeure Event occurs or prevailed and the Company shall be entitled to a reasonable extension of time for delivery of possession of the Shop. Provided that the Company shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.

14. OFFER FOR POSSESSION OF SHOP:

- 14.1 That a written intimation for completion of Shop (herein after referred as 'Offer for Possession') will be sent to the Allottee(s) and a "Fit-out-Period" of one quarter (three months) will commence from the date of the Offer for Possession. The said "Fit-out-Period" is in order to facilitate the Allottee(s) to communicate the exact date by which he/she/they or any of duly appointed attorneys will be taking physical possession of the Shop after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of sub lease deed etc.
- 14.2 That after having complied with the above-mentioned clause and after taking possession of Shop the Allottee(s) shall have no claim against the Company as regards quality of work, material, pending installation, area of Shop or any other ground whatsoever. Further, the Company after handing over the possession of a particular Shop shall in no way be responsible for safety, stability etc. of the structure.

15. HOLDING CHARGES/PENALTY:

- 15.1 That if there is delay in handing over the offer of possession of Shop as mentioned in clause 16.1 beyond 6 months from the proposed date of possession due to any reason(s) which were within the control of the Company, the Company will pay to the Allottee(s) delayed possession charges @ 9.5% per annum for the Super Built-up Area of the Shop for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned Allottee(s) were received in time. Vice-versa the penalty/ holding charges of Rs. 5/- per sq. ft. per month on delay in taking in possession shall also be applicable over the Allottee(s) and payable by the Allottee(s), if the Allottee(s) does not process with the requisite compliance as per the letter of "Offer for Possession". The said penalty shall commence from the date of expiry of Fit-out period. The holding charges shall be in addition to the amounts otherwise payable by the Allottee(s) in terms & conditions of the Application Form/ Buyer Agreement including interest on delayed payment etc. Further the holding/ waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions of the Company shall be entitled and entertained. Further in case of Bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Allottee(s) as per the terms & conditions of the company.
- 15.2 The Allottee(s) hereby agrees that if the Allottee(s) has at any time defaulted in making payment of any installment



towards Cost of the Shop and other charges or has not made full payment of the price of this Shop and other charges due towards the Allotment, no Compensation shall be payable by the Company to the Allottee(s) on any account whatsoever.

16. COMPLETION CERTIFICATE:

That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the Company. The date of applying of the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.

17. DEFECT LIABILITY PERIOD:

That there will be defect liability period of two years as per U.P. Apartment Act, 2010 Chapter II Clause 4(8), from the date of Offer for Possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry and general wear and tear, shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the Allottee in sorting out the issue.

18. ABANDONMENT OF THE PROJECT:

In case the project is abandoned for any reason beyond the control of the company, or otherwise if the Company decides to abandon the project, the amount paid by the Allottee(s) will be refunded with simple interest @ 9% p.a. within one year of its being abandoned and the Allottee undertakes not claim any further amount in any form whatsoever.

19. FEMA:

- 19.1 That the Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Company on the prescribed format, if necessary.
- 19.2 In case of NRI Allottee(s), to observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).

20. GENERAL RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S):

20.1 FIRE SAFETY

That at present the fire safety measures in the Complex and Shop have been provided as per existing Fire Safety Norms. If, however, due to any subsequent Central or Local legislation(s)/ Government Regulations/ orders or directives or guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Company to undertake additional fire safety measures, it is consented by the Allottee(s) that he/she shall be liable to pay proportionate charges in respect thereof.

20.2 EXPRESS RIGHTS

- 20.2.1 The physical possession of the Shop will be given to the Allottee(s) only after execution of the sale/transfer/sub