

Allotment No.: _____

Dated: _____

To,
[Name of Allotee / applicant]
[Address]

Sub: Provisional Allotment of shop allocated in “BHARAT TALKIES ARCADE”

Ref: Application No. _____ Dated _____

Project Rera Regn.No: **UPRERAPRJ7283**

Dear Sir/Madam,

This has reference to your Application No. _____ dated _____ (“Application”) for the allotment of a shop in the project “**BHARAT TALKIES ARCADE**” ,no. 29/3, Raja Mandi, Agra, Uttar Pradesh-282002, India (“**Project**”).

We are pleased to inform you that your Application has been provisionally accepted by us and we hereby provisionally allot you the following shop/ store(“Shop”) on agreed terms and conditions contained in the General Terms and Conditions outlined in Annexure – A of your Application and on receipt on payments as outlined in the Payment Schedule in Annexure – 1 herein.

UNIT DETAILS:

Shop No. _____
Carpet Area:.....Sq.Ft.

SALE CONSIDERATION:

Basic Price Rs. _____

- a) Power Backup (Installation Charges)
Power Backup Required @ Rs. _____ Per kVA/kW
Total Power Backup (Installation Charges) _____
- b) Electrification Charges: Rs. _____ Per Sq. Ft. x _____ Sq. Ft. = Rs. _____
- c) Electricity Subscription charges: Rs. _____ Per Sq. Ft. x _____ Sq. Ft. = Rs. _____
- d) Sinking Fund : Rs. _____ per sq ft

You may please note that allotment is provisional and is subject to the execution of the Shop Buyers Agreement. Additionally, you would be required to comply with the General Terms & Conditions as set out in Annexure – A of your Application for Allotment ("**General Terms of Allotment**") and undertake the payment of balance sale consideration and other applicable costs, expenses, dues, charges etc. as demanded from time to time in accordance with the Payment Schedule, and payment plan opted by you as specified under your Application. Further, we shall make best efforts to deliver the possession within 3 (three) years from the date of Allotment with further grace period of 12 months.

Please note that this allotment is liable to be cancelled and/or withdrawn, in the event of any breach of General Terms and Conditions outlined in your Application and/or any delay, default or non-payment of any installments as per Payment Schedule in Annexure – 1, at our sole discretion. Further, in the event of any such termination, cancellation or withdrawal of the allotment, we shall be entitled to deduct and retain from any refund of the amounts paid by you towards the allotment, the entire extent of the Earnest Money, specified in General Terms of Allotment.

That all the General Terms and Conditions outlined in your Application with respect to your shop shall be deemed to have been incorporated in this Allotment Letter.

Thanking you.

Yours faithfully,

For M/s Agarwal Associates

ANNEXURE – 1

PAYMENT SCHEDULE

PAYMENT PLAN A : DOWN PAYMENT PLAN	
STAGE	PAYMENT
1)At the Time of Booking	Rs. _____ per sq.ft. Per Unit
2)Within 07 days of Booking	95% of Total Sale Consideration Less Booking Amount.
3)At the Time of Possession (One Month Before Possession)	Balance Amount of Total Sale Consideration
PAYMENT PLAN B : TIME LINKED PAYMENT PLAN	
1)At the Time of Booking	Rs. _____ per sq.ft. Per Unit
2)Withing 30 Days of Booking	30% of Total Sale Consideration
3)Withing 90 Days of Booking	15% of Total Sale Consideration
4)Withing 120 Days of Booking	15% of Total Sale Consideration
5)Withing 180 Days of Booking	15% of Total Sale Consideration
6) At the Time of Possession (One Month Before Possession)	25% of Total Sale Consideration
PAYMENT PLAN C : CONSTRUCTION LINKED PAYMENT PLAN	
Stage of Payment	Amount
1. Paid on	Rs. _____
2. Payment due on or before	Rs. _____
3. Payment due on or before	Rs. _____
4. Payment due on or before	Rs. _____
5. Payment due on or before	Rs. _____
6. Payment due on or before	Rs. _____
7. Payment due on or before	Rs. _____
8. Payment due on or before	Rs. _____
9. Payment due on or before	Rs. _____
10. Payment due on offer of Possession	Rs. _____
	TOTAL _____

NOTE: Cheque/Bank Draft to be issued in favour of M/s Agarwal Associates payable at Agra. All payments shall be subject to their actual realization in the payee account. The date of credit into the payee account shall be deemed to be the date of payment. In case the cheque comprising the booking amount bounces, the Owner reserves the right to refuse the application without giving any notice to the Applicant.

Payment Plan Opted- (As per Payment Schedule)

1. Plan A Down Payment Plan
2. Plan B Time Linked Payment Plan
3. Plan C Construction Linked Payment Plan

ANNEXURE A - GENERAL TERMS AND CONDITIONS

The Applicant is aware that by applying for “BHARAT TALKIES ARCADE”, a commercial complex consisting of a Cineplex and Shopping complex is being developed at 29/3, Raja Mandi, Agra, Uttar Pradesh-282002 (hereinafter the “Project”) by M/s Agarwal Associates, a proprietorship firm, having its Corporate Office at Bharat Talkies Compound, Raja Mandi, Agra, Uttar Pradesh-282002 (hereinafter referred to as the “Owner”). The Applicant has agreed to unconditionally accept and abide by the General Terms and Conditions for Allotment contained hereinafter and any amendment/variation thereof:

1. The Applicant represents and warrants that he/she has all necessary power, authority and capacity to bind himself/herself to these standard terms and conditions, which shall form an integral part of the allotment letter to be issued in favour of the Applicant, subject to acceptance of the Application (hereinafter “Letter of Allotment”), and to perform his/her obligations herein.
2. The Applicant has inspected the site, the plans, ownership records, other documents relating to the title and all other details of the Shop and the Project that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself about the right, title and capacity of the Owner to deal with the Shop and the Project and has understood all the limitations and obligations thereof.
3. The detailed terms of transfer for the Shop shall be based on the definitive legal document including Shop Buyer Agreement and/or Sale Deed for the transfer of property [hereinafter referred to as the "SALE DEED"], which shall be executed between the Applicant and the Owner and shall include the entire understanding between them relating to conveyance of the Shop. Provided that the Sale Deed shall be executed only after the entire consideration amount for the Shop has been received from the Applicant along with all other applicable duties, charges and expenses, the construction of the Shop/Project is ready for handover/ possession and subject to the Applicant complying with all the provisions hereof.
4. The Applicant agrees that until the Sale Deed is executed in his favour and duly registered, the Owner shall continue to be the owner of the Shop and the Letter of Allotment shall not give to the Applicant any rights or title or interest in the Shop even though all payments have been received by the Owner. The Owner shall have the first lien and charge on the Shop for all its dues that may/become due and payable by the Applicant to the Owner.
5. The Applicant is aware that the proposed building plans of the project are only indicative and will not be conclusive and binding. The same will be subject to change, modifications and alterations in accordance with the prevalent laws. The Applicant hereby accords his consent to any such changes and shall not raise any objection to such changes in the building plans or masterplan as and when the same are to be submitted for the approval of the competent authority.
6. The Applicant acknowledges that the present Application shall not confer any right, title or interest, in favour of Applicant, in any independent areas, common areas, lifts, parking and the areas for common facilities, stores, commercial and amenities (as shown in the masterplan).
7. **CONSIDERATION:** The Applicant agrees to pay the basic sale price and additional charges [collectively referred to as "**Consideration**" herein] for the Shop as set out in Letter of Allotment and the demand letters issued from time to time. The basic sale price of the Shop is calculated on the basis of carpet area. The Applicant shall make such payments at such times as detailed in the payment plan opted by him under the Application, as also may be detailed in the Letter of Allotment, without any requirement for the Owner to send out any notice or intimation to him that the Consideration or any part thereof has become due and payable. All payments by the Applicant shall be required to be made through demand drafts or cheque in favour of **M/s Agarwal Associates**. The details of basic sale price and the additional charges of Shop shall be more particularly described in the allotment letter.
8. **EARNEST MONEY:** The Applicant agrees that the Owner shall treat Rs.2000.00 per sqfeet as earnest money [hereinafter referred to as the “**EARNEST MONEY**”] to ensure fulfillment, by the Applicant, of all the terms and conditions as contained in the Letter of Allotment. It is stated for the sake of abundant clarity that the Earnest Money constitutes a part of the Consideration and is liable for forfeiture in case the Applicant cancels his Application or fails to pay the full Consideration.
9. **SINKING FUND:** Applicant shall make such payment for the creation of sinking fund (hereinafter referred to as the “**SINKING FUND**”), so as to secure adequate provisions for the replacement, refurbishing, major repairs of the facilities and equipments etc. installed in the complex. The sinking fund deposit shall be a non-refundable deposit. The interest earned on the amount of the sinking fund shall be used by the nominated maintenance agency or Owner meet the cost of replacements, major repairs etc.
10. **CARPET AREA:**The Sale Deed with respect to the Shop shall be executed on the Carpet Area basis.
11. The Owner has made it specifically clear to the Applicant and after having satisfied himself the Applicant has understood that the computation of the price of the Shop does not include any element of recovery or payments towards land, development, running and operation of common amenities and facilities if any, as well as recovery of payment towards maintenance charges of any kind by the Owner from the Applicant in any manner. Further, the Applicant fully understands that the Owner is free to deal with the complex in any manner as the Owner may deem fit and as regards payments of maintenance charges, the Applicant shall not raise any claim against payment of maintenance charges payable by the Applicant in terms of the Letter of Allotment.
12. The Applicant acknowledges that the Owner shall be the sole owner of the independent areas, cineplex, parking, facilities, recreational and commercial activities, amenities and the Owner shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Applicant shall have no claim whatsoever of any nature therein. In this regard, the Applicant agrees that the Owner has unlimited and unfettered right to develop the common areas, cineplex, parking, facilities, recreational and commercial spaces and that the Applicant undertakes that he will not interfere with the rights and obligations of the Owner to develop, maintain and monetize the common areas and demarcated areas for parking, cineplex, facilities, recreational, commercial and as part of the overall and wholistic development of the Project.
13. The Applicant acknowledges that the Plans and Specifications of the Shop, which has been shared with the Applicant are only tentative and proposed plans. The Applicants accepts that the plans, carpet area, Specifications etc. shall be subject to variations, deletions, additions, alternations made either by the Owner as it may in its sole discretion deem fit and proper for reasons of overall betterment of the Project and/or the Shop, or by or pursuant to requirements of a Governmental Authority. The said variations, deletions, additions, alternations may involve changes, including change in the position, number, dimensions and/or Carpet Area of the Shop, the undivided interest of the Applicant in the common area of the Project and the Applicant hereby gives his consent to such variations, additions, deletions, alterations and modifications as aforesaid [hereinafter referred to as the “**Permitted Alterations**”]. However, no request to make any changes whatsoever in the Shop from the Applicant shall be entertained. Provided further that any changes, as a result of the Permitted Alterations, shall not be construed to give rise to any claims, monetary or otherwise. In the event of variation in Consideration amount due to any increase or decrease above 3% in the carpet area of the Shop, the same shall accordingly be payable or refundable, as the case may be, on a pro rata basis, without any interest, at the agreed per Sq. Ft. basic rate as described in the Letter of Allotment and the other charges as specified herein will be applicable for the changed area pursuant to the Permitted Alterations at the same rate at which the Shop is allotted.
14. The Applicant agrees that in case during the course of construction and/or after completion of the Project, further construction on any portion of the Project becomes possible, the Owner shall have the exclusive right to take up or complete such further construction as belongs to the Owner notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Applicant, in the common areas and facilities and limited common areas and facilities, as originally worked out. The Applicant hereby consents to provide his NOC with respect to the same.
15. In the event that the Owner intends to increase the proposed number of floors in the Project, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that he has no objection to the same.
16. **DEFAULT, CONSEQUENCES OF DEFAULT, CANCELLATION AND CONSEQUENCES OF CANCELLATION:** Timely payment of the Consideration and/or any part thereof as per the Payment Plan for the basic sale price and the additional charges (including stamp duty and registration charges) shall be the essence of the allotment and relationship between the Owner and the Applicant. If any installment is not paid by the Applicant on or before its due date, the Owner shall charge Interest @ 18% per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 30 (thirty) days, the allotment will automatically stand cancelled without giving any further intimation/notice to the Applicant and the Applicant shall cease to have any lien/charge on the Shop. In such case, the Earnest Money will stand forfeited and the balance amount received by the Owner, if any, will be refunded to the Applicant/Financial Institution, as the case may be, without any interest or penalties thereon or in terms of an tripartite agreement entered into between the bank, Applicant and the Owner . The Owner, upon cancellation, shall be free to deal with the Shop in any manner, whatsoever, at its sole discretion. However, the Owner in exceptional and genuine circumstances may, at its sole discretion, condone the delay in payment beyond 30 (thirty) days by charging interest @ 18%per annum and restore the allotment, if

Signature of Applicant _____

Co- Applicant _____

- and only if, the Shop has not been allotted to someone else. If the Shop has been allotted to someone else, in that event an alternate unit, if available, may be offered in lieu of the same.
17. **CANCELLATION OF ALLOTMENT AT THE BEHEST OF THE APPLICANT:** The Applicant, if so desires, may opt for cancellation of the allotment at any time. In case the allotment is cancelled at the behest of the Applicant, then the Applicant hereby authorizes the Owner to forfeit the Earnest Money and the balance (if any) will be refunded to the Applicant/Financial Institution, as the case may be, without any interest or penalties thereon or in terms of an tripartite agreement entered into between the bank, Applicant and the Owner or in case there is no financing shall be refunded by the Owner to the Applicant without any interest.
18. **INTENDED/PERMISSIBLE USE OF THE UNIT:** The intended use of the Shop is as shop/ store. No Shop other than the designated stores in basement shall be used exclusively for storing goods, materials or as a godown. The Applicant will and shall use the Shop for its permissible use, and will and shall not set up a factory, industry, meat shop, wine shop, bar and shall strictly not use the Shop for the sale or consumption of alcohol. Further, the Applicant shall neither cause any noise, nuisance nor cause any disturbance to the peace and tranquility of the building. No business of any hazardous or explosive/ inflammable material or any other activity or business specifically prohibited by the ADA, Agra Corporation etc. shall be carried out by the Applicant. Further, the Applicant hereby specifically agrees and undertakes not to install any machinery or ancillary thereto, which may cause noise and/or vibrations, thereby causing disturbances to other shop owners. Any misuse of the Shop would entitle the Owner or the Maintenance Agency to seek injunctive reliefs against the Applicant/ Shown Owner, in addition to such other remedies available under law.
19. **CESSATION OF COMMERCIAL ACTIVITIES:** The Applicant shall not in any event, otherwise than for the purpose of maintenance or any other purpose aligned to commercial activity / business for a maximum period of seven days, cease to carry on commercial activity / business activity from the date of its opening. In the event of cessation of commercial activity / business by the Owner for a period of 30 days, the Owner shall have the right to cancel the booking/ allotment and repossess the Shop without any notice as if no booking/ sale / allotment has taken place. The waiver of this right will be at the sole discretion of Owner on such terms and conditions the Owner may deem fit.
20. **LOAN BY THE APPLICANT:** The Applicant may obtain finance from any financial institution/bank or any other source for purchase/allotment of the Shop, the Owner shall facilitate the process only subject to the following –
- (i) Applicant's obligation to purchase the Shop pursuant to the Letter of Allotment shall not be contingent on the Applicant's ability or competency to obtain such financing and the Applicant will remain bound under the Letter of Allotment. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Applicant shall not make such refusal/delay an excuse for non-payment of any hereinabove detailed installments/dues to the Owner. Further, in case the Applicant fails to repay the loan amount to the bank/financial institution or fails to comply with any terms and conditions of the loan/financing agreement entered into with such bank/financial institution, then the bank/financial institution may enforce the security by the sale of the Shop and the Owner may accept the purchaser of the Shop in place of the Applicant, after the purchaser complies with the necessary formalities of the Owner in this respect. The amount standing to the credit in the account of the Applicant after forfeiting the amount as per the terms contained herein will be transferred to the account of the purchaser. Further, in case the bank/financial institution asks the Owner to cancel the booking of Shop and call for repayment of outstanding loan amount, then the Owner may cancel the booking and after forfeiting the amount as per the terms contained herein, pay the balance amount to the bank/financial institution against outstanding loan amount for and on behalf of the Applicant.
- (ii) That the terms of the financing agency/bank shall exclusively be binding and applicable upon the Applicant alone and the Owner shall not be liable in any way.
21. The Applicant shall abide by all laws as applicable to the Shop/Project including inter-alia all regulations, bye-laws, directions and guidelines framed/issued thereunder of the Agra Municipal/Development Authority. He shall comply with and carry out from time to time, after he has been put in possession or deemed possession of the Shop, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Agra Municipal Authority or any other competent Authority in respect of the Shop and the Project at his own cost and shall keep the Owner indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.
22. The Applicant shall sign all such applications, papers and documents and do all such acts, deeds and things as the Owner may reasonably require for safe guarding the interest of the present allotment or for securing the interests of the Applicant and/or itself, as the case may be.
23. The Applicant shall not create any encumbrance, charge or lien on any rights, accruing to him under the Letter of Allotment without prior written permission from the Owner.
24. The Applicant hereby covenants with the Owner to pay the amounts which he is liable to pay as per the Application and/or as may be specified in the Letter of Allotment and to observe and perform all the covenants and conditions contained herein, and to keep the Owner and its representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments/order, amounts paid in settlement and expenses (including without limitation to the attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant herein;
- (ii) any other conduct by the Applicant or any of his representatives as a result of which, in whole or in part, the Owner or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
- (iii) any action undertaken by the Applicant, or any failure to act by the Applicant when such action or failure to act is a breach of the terms and conditions herein;
- (iv) any action or proceedings taken against the Owner in connection with any such contravention or alleged contravention by the Applicant.
25. **PROPOSED DATE OF DELIVERY OF POSSESSION:** The proposed date of handing over possession of the Shop to the Applicant shall be stated in the Letter of Allotment. The Owner shall make best efforts to deliver the possession by such due date with further grace period of 12 months. However, the said due date of handing over possession shall be subject to the Force Majeure Events (described herein below), payment by the Applicant of all dues on or before the due dates without any default and compliance by Applicant with other terms and conditions contained herein. It is agreed and understood between the Parties that the above proposed date of delivery of possession will only be indicative and the Owner may offer possession before the said date as well.
26. **OFFER OF POSSESSION AND HOLDING CHARGES:** It is agreed by the Applicant that as and when the Shop shall be ready for possession in accordance with the terms specified herein, the Owner shall be entitled to issue an offer/notice of possession calling upon the Applicant to take possession of the Shop. The Applicant shall be liable to take physical possession of the Shop on the terms mentioned herein within 30 (thirty) days of the date of dispatch of offer/notice of possession. If, for any reason, the Applicant fails and neglects or shall not be ready or willing to take possession of the Shop, he shall be deemed to have taken possession of the Shop at the expiry of the said period of 30 (thirty) days and in that event the Shop shall be at risk and cost of the Applicant. The Applicant shall be liable to pay to the Owner holding charges @ **Rs.5/- per Sq. Ft. (Rupees five per Sq. Ft.) per month** calculated on the Carpet Area of the Shop [herein referred to as the "**Holding Charges**"]. Notwithstanding anything stated herein above, upon expiry of a period of 3 months from the date of dispatch of the offer/notice of possession, the Owner shall, in addition to the right to levy Holding Charges, be entitled at its sole discretion to cancel the allotment and refund the payments received from the Applicant in accordance with the terms and conditions contained herein. The Applicant agrees not to question the decision of the Owner in postponing the cancellation beyond 3 months from the date of dispatch of the offer/notice of possession. The Owner may, however, at its sole discretion, restore the allotment by levying the Holding Charges up to the date of such restoration. In addition to the Holding Charges, the Applicant shall also be liable to pay the maintenance charges in respect of the Shop from the expiry of 30 days from the dispatch of the offer/notice of possession till such time when he takes possession of the Shop.
27. **DELAYED POSSESSION AND ITS CONSEQUENCES:** Nothing contained herein shall be construed to give rise to any right to claim by way of compensation/damages/loss of profit or consequential losses against the Owner on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Owner. If, however, the Owner fails to deliver possession of the Shop within the stipulated period as mentioned hereinabove and/or within the further grace period of 12 months thereafter, the Applicant shall be entitled to compensation for delay calculated @ **Rs. 5/- Sq. Ft. (Rupees five per Sq. Ft.) per month for the Carpet Area of the Shop** [hereinafter referred to as "**Compensation**"] for the period of delay. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the Shop for the purposes of this Clause. Any such compensation as mentioned hereinabove shall be payable by the Owner to the Applicant only after the Sale Deed has been executed/registered, payment of Consideration and the payment of all other charges as detailed herein.
28. The possession of the Shop shall be handed over on receipt of all the dues, documentation and on fulfillment of conditions as stipulated in the Letter of Allotment, and also after transfer of title as permissible in law and payment of stamp duty as determined by the state government representative. The Owner shall in no way be responsible for the determination/quantum of the stamp duty payable.
29. The Applicant shall, after taking possession or deemed possession of the Shop, as the case may be, or at any time thereafter, have no objection to the Owner undertaking construction of or continuing with the construction of the Project.
30. **FORCE MAJEURE EVENTS:** If completion of the Shop/Project is delayed by reason of a court decision, non-availability or scarcity of steel and/or cement and/or other building materials and/or water supply and/or electric power and/or slow down strike, economic downturn and/or due to a dispute with the construction agency employed by the Owner, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of

Signature of Applicant _____

Co- Applicant _____

- possession is as a result of any law or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Governmental Authority or for any other reason or action beyond the control of the Owner (all such events referred to as **"FORCE MAJEURE EVENTS"** herein and each individual event referred to as a **"FORCE MAJEURE EVENT"**), the Owner shall be entitled to a reasonable extension of time for delivery of possession and the proposed date of delivery of possession shall stand extended automatically. In any of the above circumstances, the Owner reserve the right to suspend the scheme for such period as it may consider essential and in that event the Applicant shall not be entitled to claim compensation of any nature whatsoever for the period of delay/suspension of the scheme.
31. The Applicant hereby agrees that if he has defaulted at any time in making payment of Consideration or any part thereof, or has not made full payment of the price of the Shop and other charges due from the Applicant, no compensation shall be payable by the Owner as stipulated in these terms and conditions.
32. In the event that a Force Majeure Event occurs, the Owner has the right to alter the terms and conditions of allotment contained herein or if the Force Majeure Events so warrant, the Owner may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Owner herein.
33. **EXTENSION OF THE DATE OF DELIVERY:** It is hereby clarified that the total construction period as may be stipulated in the Letter of Allotment herein shall stand automatically extended, without any further act or deed on the part of the Owner, by the period during which a Force Majeure Event occurs. Provided that the Owner shall be the sole judge of the existence of a Force Majeure Event however that judgment shall not be unreasonably exercised.
34. The Applicant shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of the open spaces and all or any of the common areas/facilities etc. in the complex and all this shall remain property of the Owner. The Owner can, as per applicable laws, transfer and assign the common area/facilities to a govt. body or private agency. The Applicant shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the common areas/facilities and to any area which is not specifically sold, allotted or transferred to the Applicant. Further, the Applicant shall not place the external AC units in the common area, and shall not place any hoardings, signboards, furniture or any property, in the common area. The Owner has the absolute right to get removed any such object in the common area, the expenditure of which shall be borne by the Applicant.
35. The Applicant hereby covenant with the Owner that from the date of offer of possession or deemed possession, as provided hereinbefore, he shall, at his own cost, keep the Shop, its walls and partitions and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same properly and ensure that the safety of the structure of the Project is in no way damaged or jeopardized.
36. The Owner will permit, the Applicant to carry out interior works after taking over possession of the Shop to be carried out in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the Project. It is made clear to the Applicant that the interior fitouts/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant further understands that such interior fitouts/works in the Shop shall not cause any damage to the Project and the existing structure/systems installed by Owner in the Project and the internal air-conditioning, electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Shop by the Applicant shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Owner the costs of rectification thereof.
37. **EXCHANGE OF SHOPS:** In case a particular Shop is omitted due to change in plan or due to the Owner not being able to deliver the same to the Applicant for reasons beyond his control, the owner shall offer an alternative Shop of the same type, and in the event of non-acceptability by the Applicant or non-availability of any alternative Shop, the Owner shall be liable to refund only the amount received from the Applicant, and in no circumstance shall be liable to pay any damages or interest to the Applicant.
38. **LIABILITY OF THE OWNER LIMITED TO CIVIL STRUCTURE:** The Owners liability to rectify deficiency so reported shall be limited to structural deficiencies in the civil structure if any which have been reported within a period of 6 months from the date of offer/notice of possession or physical possession, whichever is earlier. However, if the deficiency is caused due to any fault of a third party manufacturer/vendor or the Applicant or due to any fixture which has been affixed by the Applicant or his agent, then he shall not hold the Owner responsible and/or the Owner shall not be liable for the same. The Owner shall not be responsible for any deficiency if observed and reported by the Applicant in the fixtures, plumbings, pipelines and fittings provided in the Shop.
39. The Owner shall be responsible for providing internal services within the peripheral limits of the Project, which inter-alia include (i) air-conditioning pipelines (ii) laying of water lines, (iii) laying of common area electric lines (iv) installation of independent AC units in Shops(excluding the Basement) and (v) Installation of pre-paid meters. However, it is understood that, external or peripheral services, such as, water, sewer, storm water drains, road, horticulture etc. shall not be the responsibilities of the Owner and they shall be as per provided by the Government or the concerned local authority.
40. The Applicant after taking possession of the Shop or receiving deemed possession, shall have no claim against the Owner in respect of any item or work in the Shop, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or for any other reason whatsoever.
41. In addition to the built-up area, the Applicant, if and as mentioned in the Letter of Allotment, may get exclusive usage rights to certain areas attached with the Shop and no construction, either permanent or temporary, shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Applicant.
42. It is admitted, acknowledged and so agreed by the Applicant that the Applicant shall, under no circumstances be allowed to carry out any change whatsoever in the elevations and/or outer colour scheme of the Shop or put any hoardings, advertisements, signboards without the permission of the Owner or make any such additions/alterations in the Shop that affect the structural stability of the complex in which the Shop is located. This provision shall be applicable even after handing over of the physical possession and execution/registration of Sale Deed. In case of non-compliance of this provision by the Applicant the Owner shall be at liberty to restore the original elevations and/or outer colour scheme or remove the hoardings, advertisements, signboards without any further notice to the Applicant. Such restoration of original elevations and/or colour schemes and/or hoardings, signboards etc shall be got done at the cost and risk of the Applicant and the cost shall include all formal and informal charges.
43. The Applicant shall not do any work which would be prejudicial to the soundness or safety of the Shop/Project or reduce the value thereof or impair any easement or hereditament or shall add any material structure or excavate any additional basement or cellar or alter the external facade without first obtaining the consent of all the Owner and Applicants of other units in the Project.
44. All natural products such as tiles, marble stones and timber etc. used in the Shop may have variations in texture, color and behavior and may have surface cracks for which the Owner shall not be held responsible.
45. The Applicant agrees that he will use the Shop for the permissible/intended purpose alone and not for any other purpose which may or likely to cause nuisance or annoyance to the owners of other shops in the Project or to crowd the passages to use it for any illegal or immoral purpose. The Applicant shall not do or cause to be done anything in or about the Shop which tend to cause damage to any flooring or ceiling of any shop over or below or adjacent to the Shop or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
46. That the Applicant shall be responsible for any damage to any equipment in the Project e.g. lifts, fire-fighting equipments, motor panels, water pumps or any other item if it occurs due to his malfunctioning or willful act or negligence.
47. **MAINTENANCE OF COMMON SERVICES/FACILITIES/AREA:** The maintenance, upkeep, repairs, lighting, security etc. of common area/services/facilities in the Project will be undertaken by the Owner. The Owner may hand over the maintenance of the common area/facilities/services to any body corporate or an association [hereinafter referred to as **"MAINTENANCE AGENCY"**] who the Owner may in its sole discretion deem fit. The Applicant agrees and consents to the said arrangements. A separate Maintenance Agreement between the Applicant and the Owner or its appointed Maintenance Agency will be signed at a later date.
48. **CHARGES FOR MAINTENANCE OF COMMON SERVICES/FACILITIES/AREA:** The Applicant/subsequent buyer and/or the occupants of the Shop shall pay the maintenance charges, which will be fixed by the Owner or its nominated Maintenance Agency from time to time depending upon the maintenance cost, the interest free maintenance security in order to secure adequate provision of the maintenance services and for due performance of the Applicant in paying the maintenance charges and the other cost as raised by the maintenance agency from time to time. The date of commencement of maintenance and upkeep of the Project or part thereof shall be intimated by the Owner to the Applicant and the maintenance charges shall be reckoned from that date even if possession of the Shop has not been taken by the Applicant for any reasons whatsoever. The maintenance charges will be payable by the Applicant for the Term of Maintenance (described below) in advance at the time of offer of possession and service tax thereon shall be payable extra as applicable.
49. **CONSEQUENCES OF DEFAULT IN PAYMENT OF MAINTENANCE CHARGES:** The Owner/Maintenance Agency will be entitled to effect disconnection of water/sewer, power/power backup connections and/or debarment from usage of any or all-common facilities within the Project if the Applicant defaults payment of maintenance charges and/or any other charges as described herein.
50. **TERM OF MAINTENANCE:** The Owner/Maintenance Agency shall maintain the Project for a maximum period of 6 months from the date of completion of construction/offer of possession. If the maintenance is handed over to the association of owners of Shops in the Project before lapse of 6 months, the balance deposit on this account shall be transferred to the Applicants/Association of Shop Owners.

Signature of Applicant _____

Co- Applicant _____

51. **EXTENSION OF THE TERM OF MAINTENANCE:** If it is observed by the Owner that the Applicants/association are not in a position or interested in taking over the maintenance of the common services/facilities/area on completion of the said period of 6 months as stipulated here in above, in that event, the Owner may at its sole discretion continue with the maintenance and shall reserve the right to revise the terms of the maintenance agreement including maintenance charges etc. The decision of the Owner in this respect shall be final and binding. However it is admitted, acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the Owner beyond 6 months except as stated above.
52. The Applicant shall allow the maintenance teams to have full access to and through the Shop and storage area, if any, for the periodic inspection, maintenance and repair of service conduits and the structure etc.
53. Upon timely and due payment of maintenance charges, the Applicant shall have the right to use the common facilities. However, it is clarified for the purposes of abundant clarity that the Applicant shall not have the right to use the common facilities/services till possession of the Shop has been taken by the Applicant.
54. The maintenance charges shall be payable by the 7th day of each calendar month starting from the date of offer of possession, whether or not the Applicant takes possession of the Shop. In case of delay in payment of the maintenance charges within the said period, interest at 2% per month shall be charged for the period of delay.
55. **MAINTENANCE OF THE UNIT:** The maintenance of the Shop including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Applicant from the date of possession. Provide further that the Applicant will neither himself do nor permit anything to be done which may damage any part of the building, the staircases, shafts, common passages, adjacent units etc. or violates the rules or bye-laws of any Government/Local Authority or the Maintenance Agency.
56. All common electricity, water charges and power backup charges for running all the common services shall be paid by the Applicant as part of the maintenance charges.
57. The Owner shall be entitled to construct and/or install such other things as may be required for the operation and maintenance of the Project including but not limited to sidewalks, pavements, sewers, water mains and other local improvements, as may from time to time be deemed necessary by the Owner and/or the Maintenance Agency.
58. Security arrangements are proposed to be provided in the Project. The Owner/ Maintenance Agency shall have a free hand to restrict the entry of outsiders into the Project. The provision of such security would not create any liability of any kind on the Owner or the Maintenance Agency for any mishap resulting at the hands of any miscreants.
59. **ELECTRICITY SUPPLY:** The electric supply shall be made available in the Project from a single point bulk electric connection obtained by the Owner. No Applicant will be entitled to apply for a separate electric connection.
60. The Owner/Maintenance Agency shall be entitled to access to Shop at such time as fixed by the Owner/Maintenance Agency for the purpose of carrying out general repair and service of any common areas and facilities and equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Shop and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Owner/Maintenance Agency shall endeavour to restore the walls/floor if broken/dismantled to its original.
61. In case of any natural calamity or any other adverse situation of any kind after possession of the Shop, the Owner shall in no way be responsible for any of the losses/damages of any kind. The Applicant however be entitled to his proportionate share which will be determined as a proportion of the carpet area of the Applicant's Shop to the total Carpet covered area of all the Shops in the Project. In no event shall it include the space occupied by the cineplex and all the parking areas, which at all times shall remain the property of the Owners.
62. That all the charges payable to various departments for obtaining service connections to the Shop like telephone, electricity etc. including security deposits for sanction and release of such connections and the miscellaneous charges pertaining thereto will be paid by the Applicant.
63. The Sale Deed with respect to the Shop shall be executed in favour of the Applicant by the Owner after the entire payment and dues in respect of the Shop are cleared by the Applicant, along with documentation expenses, cost of stamp duty, registration fees and all other incidental/informal expenses and on receipt of the necessary NOC from the financing institution if the Applicant has availed loan against allotment of the Shop.
64. **SECURITY TO CINEMA COMPLEX AND COMMON AREAS:** The Applicant is aware that he is agreeing to purchase a Shop in a multi-storied commercial complex, consisting of a cinema complex, shops and stores. The Applicant is aware that the Applicant's/ his employees'/ his agents', entry shall be restricted to certain common areas as specified by the Owner/ Maintenance Agency from time to time, and he shall also be restricted to have any right/ special interest/ privilege in the cinema complex and parking facilities. The Applicant shall not be benefited with any free entry to cinema complex, cinema parking or any other common area as a consequence of owning a shop in the complex.
65. The Applicant acknowledges that if a threat to property/ cineplex is perceived by the Owner/ Maintenance Agency or if the Government/local authority directs additional security measures are to be taken, then the Owner/ Maintenance Agency shall be entitled to direct that the occupants, their staff, goods, visitors and vehicles undergo such additional security checks and scrutiny, whether obtrusive or otherwise from time to time at its discretion.
66. The Shop hereby agreed to be sold is part of a commercial complex and Cineplex and it is in the interest of all the shop owners that some safeguards be provided to prevent entry of unauthorized person(s) into the main complex including the common areas and to give effective hand to the Owner/Maintenance Agency to deal with such unlawful entrant/loiterers/vendors/peddlers etc. and also to enable the Owner/Maintenance Agency in particular and lawful occupants of the various shops in general, to deal more effectively with the security of the complex and maintenance of order therein, the entry be regulated. For this Owner/Maintenance Agency shall be free to restrict the entry of anyone into the complex whom it considers undesirable at the outer gate itself. In case of insistence, the security staff of the complex will be at liberty to call upon the Applicant/lawful occupant to come to the gate and personally escorts them out as well. It is, however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The security services, will be without any liability of any kind upon the Owner/Maintenance Agency. Security costs will be part of the Maintenance Charges.
67. **STAMP DUTY, REGISTRATION CHARGES ETC.:** It is hereby agreed that any other connected expenses/charges viz. stamp duty to be paid for registration of the Sale Deed, registration charges/fees, miscellaneous expenses and advocates professional fee/charges shall be borne by the Applicant. The Applicant shall be responsible and liable for any charges/fines/penal actions occasioned due to paying under stamp duty, deficiency in stamps and under valuation of the Shop for the stamp duty etc.
68. **CONVEYANCE OF THE UNIT:** Upon completion of the construction of the Project, the Applicant shall acquire the Shop for the Consideration specified in the Letter of Allotment. If the Applicant fails and neglects to pay the "**Holding Charges**" (as defined above) in excess of one year and the Applicant fails and neglects or not be ready or willing to register the Sale Deed then the Owner shall be entitled to cancel the Allotment in terms of the Letter of Allotment.
69. If the Owner incurs any expenditure towards the registration of the Sale Deed with respect to the Shop, the same will be reimbursed to the Owner by the Applicant. In case the stamp duty or other charges payable by the Applicant to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Owner, such discount availed by the Applicant shall be reimbursed to the Owner prior to registration.
70. **SERVICE TAX, CESS PROPERTY TAX ETC.:** The Applicant agrees to pay promptly in addition to the Consideration, the applicable Service Tax, Cess etc. levied/to be levied by the Government on services undertaken/to be undertaken by the Owner while constructing or developing the Shop/Project. The Applicant further agrees to pay directly or if paid by the Owner then reimburse to the Owner on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the Project developed/constructed on the Plot, as the case may be, as assessable/applicable in respect of the Shop and the same shall be borne and paid by the Applicant in proportion to the area of the Shop to the area of all the units as determined by the Owner. If such charges are increased/made applicable (with retrospective effect) after the Sale Deed has been executed then such charges shall be treated as unpaid Consideration of the Shop and the Owner shall have the first charge/lien on the Shop for recovery of such charges from the Applicant. Further, any additional expenses borne by the Owner for any reason for providing external services etc. shall also be payable by the Applicant upon written intimation by the Owner to the Applicant of the same. The Applicant shall make prompt and due payment of such additional sums within 15 days of such demand by the Owner.
71. **PARKING LOT:** There shall be a paid car parking lot which is made available in the second, third and fourth floors and a separate paid car parking lot for exclusive use of the patrons of the Cineplex in the open area. The Cars/Scooters/Two Wheelers/Cycles will be parked only within the separate 2 wheeler parking lot demarcated for such purpose. If any vehicle is found parked unauthorizedly the Owner/Maintenance Agency reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.
72. If the Applicant wants exclusive usage rights within the extra covered parking lot, the same may be allotted, if available, on such extra cost as fixed by the Owner/ Maintenance Agency.
73. **LOAN ON PROJECT:** The Owner shall have the right to raise finance from any bank/financial institution/body by creating equitable mortgage against the Project, the Plot and construction thereon or the proposed built up area in favour of one or more financial institutions and for such act the Applicant shall not have any objection and the consent of the Applicant shall be deemed to have been granted for creation of such charge during the development/construction of Project. However the Sale Deed in respect to the Shop in favour of the Applicant will be executed and registered free from all encumbrances.

Signature of Applicant _____

Co- Applicant _____

74. **NON RESIDENT INDIAN OR OTHER NATIONAL:** That the Applicant, if resident outside India or if not an Indian National or Citizen, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India etc. and provide the Owner with such permissions, approvals etc. to enable the Owner to fulfill its obligation herein. The Applicant shall also furnish the declaration that it is complying with such necessary legal formalities. The Owner shall accept no responsibility in this respect.
75. **REGISTRATION OF THE ADDRESS OF THE APPLICANT:** That the address provided by the Applicant in the Application for Allotment and the address of the Applicant whose name appears at first in the case of joint Applicants shall be registered with the Owner. All the demand notices to be served as contemplated herein shall be deemed to have been duly served upon the Applicant if sent by the Owner through Registered/Speed Post/Courier Service/E-mail at his registered address and it shall be the Applicant’s responsibility to inform the Owner by Registered AD letter about all subsequent changes, if any, in his address failing which all communications and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Applicant shall be fully liable for any default in payment and other consequences that may accrue therefrom.
76. **CORRESPONDENCE IN CASE OF MORE THAN ONE APPLICANT :** In case of joint Applicants, all communication sent by the Owner to the Applicant whose name appears at first and at the address given by him shall for all purpose be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicants.
77. **CORRESPONDENCE TO THE APPLICANT AT HIS LAST KNOWN ADDRESS:** That all letters, receipts and/or notices issued by the Owner or its nominee and dispatched under certificate of posting/registered/speed post/courier service to the last address known to it of the Applicant shall be sufficient proof of receipt of the same by the Applicant and shall fully and effectually discharge the Owner/Nominee.
78. **CORRESPONDENCE TO THE OWNER:** That the Applicant shall send all correspondence to the Owner at its Office as specified hereinabove. The correspondence shall make reference to the project “**BHARAT TALKIES ARCADE**” and the project specific application number and date.
79. **ASSIGNMENT/TRANSFER OF ALLOTMENT:** That the Applicant is not entitled to get the name(s) of his nominee(s) substituted in his place. The Owner may however, in its discretion, permit such substitution, on such terms and conditions including payment of administrative cost or other costs as it may deem fit. Any change in name (including addition/deletion) of the Applicant shall be deemed as substitution for this purpose. No administrative/service charge shall, however, be payable in the case of succession of the Shop to the legal heirs of the Applicant. In case of transfer of the allotment, a fee of **2% (two percent)** of the total sale price as prevailing at the time of desired transfer shall be payable by the Applicant. The proposed transferee shall be bound by these terms and conditions of allotment and shall furnish an undertaking and an indemnity deed to that effect. Notwithstanding anything contained above, no transfer shall be effective if done without the written permission of the Owner.
80. **REGISTRATION OF THE LETTER OF ALLOTMENT:** That if at any stage the Letter of Allotment requires to be registered under any law or necessity, the Applicant binds himself and agrees to have the same registered through the Owner in his favour at his cost and expenses and keep the Owner fully absolved and indemnified in this respect.
81. The said Project shall always be known as ‘**BHARAT TALKIES ARCADE** and the same shall not be changed by the Applicant or any other persons. Further, at all times, the name of the Project and the name of the Owner and/ or such name as may be decided by the Owner, shall always be displayed at a prominent place in the Project. The copy right/trade mark/property mark and all intellectual property (including the words ‘**BHARAT TALKIES ARCADE**’), (whether registered or not) shall always remain and vest with the Owner and/or such other entities as may be decided by the Owner, and no person, including but not limited to the Association shall have any claim or right of any nature whatsoever on the said intellectual property.
82. This Application, the Letter of Allotment and the Shop Buyer Agreement / Sale Deed shall constitute the entire terms and conditions with respect to the allotment of the Shop to the Applicant and supersede all prior discussions and arrangements whether written or oral, if any, between the Owner and the Applicant relating to the things covered herein. No amendment to terms and conditions hereof shall be valid or binding unless set forth in writing and duly executed by the Owner and the Applicant.
83. Any delay or indulgence by the Owner in enforcing the terms herein and of the Letter of Allotment or any forbearance or giving of time to Applicant shall not be construed as a waiver on the part of the Owner of any breach or non-compliance of any of the terms and conditions of the Letter of Allotment by the Applicant nor shall the same in any manner prejudice the rights of the Owner. No waiver of any provision hereof shall be effective or binding unless made in writing and signed by the Owner.
84. In consequence of the Owner abandoning the Project, the Owner’s liability shall be limited only to the refund of the amount paid by the Applicant, without any liability whatsoever with regard to interest, damages or compensation.
85. The Owner shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the Shop. The Owner shall issue receipts for payment in favour of the Applicant only.
86. The basis of calculating the proportionate charges payable by the Applicant will be the proportion of the Carpet covered area of Shop to the total Carpet covered area of all the units affected by that charge.
87. That for all intents and purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Applicant is a joint stock company, a firm, any other body corporate or organization or an association.
88. **RIGHTS OF THIRD PARTIES:** Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any person, other than the Owner and the Applicant any rights or remedies under or by reason of the allotment or any transaction contemplated herein.
89. **SEVERABILITY:** That if any provision of the terms and conditions contained herein is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
90. **GOVERNING LAW:** The terms and conditions contained herein shall be interpreted by and construed in accordance with the laws and rules prevailing in India.
91. **DISPUTE RESOLUTION:** The Courts at Agra, (U.P.) shall have exclusive jurisdiction in all the matters arising out of/or touching upon and/or connection with the Letter of Allotment.

Agreed and Accepted by the Applicant

Applicant/s Signature

In Presence of:

WITNESS (Signature with name and Address)

1. _____ 2. _____

Signature of Applicant _____

Co- Applicant _____