

circumstances and reasons beyond the control of the Developer and subject to receipt of complete dues and other charges as per installment plan opted by the allottee(s). The applicant allottee shall not be entitled to any compensation on the grounds of delay in possession due to reasons beyond the control of the Developer. The Developer on completion of the development/construction shall issue final call notice (offer of possession) to the applicant(s)/allottee(s), who shall within 30 days thereof, remit all dues and take possession of plot after registration of sale deed. The date mentioned on the final call notice shall be deemed to be the date of offer of possession.

In the event of his/her failure to take possession for any reason whatsoever, he /she shall be liable to pay all maintenance charges to the Developer or the nominated agency and/or any other levies on account of the plot. The maintenance charges shall be reckoned from the date of offer of possession. The Developer or its nominated agency shall charge holding/watch and ward charges, as may be applicable at the Developer's discretion, if the allottee(s) fails to take possession within the period mentioned in the offer of possession. The allottee shall also be liable to pay interest at such rates as may be applied by the Developer or its nominated agency, in the event of any delay in payments of charges mentioned above. Further, if the allottee fails to take possession of the plot within a period of one year from the date of offer of possession or any date if extended by the Developer in its sole discretion, the Allotment can be cancelled by the Developer and 20% of the basic Sale Price of Residential Plot which constitute the earnest money and all such dues payable by the allottee towards Maintenance Charges on the date of cancellation shall stand forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Allottee(s) and after compliance of necessary formalities.

15. That the possession of the said Residential plot shall be delivered to the Allottee(s) after the same is ready for occupation and use, provided all the amounts due from the Allottee(s) are paid to the developer. The Allottee(s) shall take possession of the said residential plot within 30 (thirty) days of the developers giving written notice to the Allottees) intimating that the residential plot is ready for use and occupation.
16. Commencing 30 (thirty) days after a notice is given by the Developers that the said residential plot is ready for use and occupation, the Allottee(s) shall be liable to bear and pay all cess, electricity bills and charges or outgoing payable in respect of the said residential plot from the date of application.
17. A sale deed shall be executed and registered in favour of Allottee(s) within a reasonable time after the Developer has received from the allottee the total sale consideration, other dues/charges, stamp duty, registration fee, documentation and other incidental expenses etc.
18. The Allottee (s) hereby agree to abide by and adhere to the conditions imposed under the building laws, the lay out plans, building, plans and other municipal and local laws as are applicable or made applicable in future in respect of the development of the project and for construction on the residential plot.

For SHRI VISHNU TRADERS PVT. LTD.

DEVELOPER

*Mangal Mal Ja*

19. The Allottee(s) or anybody claiming through him shall use the Residential Plot for general Residential purposes only and shall adhere to the building regulations and directions of the competent Authority and shall not use the Residential Plot or building for any other purpose(s). All persons claiming through the Allottee(s) shall be bound by the terms of this Allotment Letter /application form and the terms and conditions rules and regulations of Agra Development Authority or any other Authority for all purposes.
20. The Allottee upon development of the said Township and offer of possession of the plot agrees to enter into a maintenance agreement with an Association /Body of plot owners or any other nominee/agency/association(s) or other body(ies) (hereinafter referred to as 'the Maintenance Agency') as may be appointed/nominated by the Developer from time to time for the maintenance and upkeep of the said plot and common areas in the Township and the Allottee undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of offer of possession, irrespective whether the Allottee is in occupation/possession of the Plot or not. In order to secure due performance of the Allottee in payment promptly of the maintenance bills and other charges raised by the maintenance agency, the Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Developer or the Maintenance Agency, nominated by the Developer, as Interest Free Maintenance Security (IFMS) on such rates as may be decided by the Developer or its nominated agency in its sole discretion. In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date,

The Allottee in addition to permitting the Developer /maintenance agency to deny him her the maintenance services, also authorise the Developer to adjust the amount of the security deposit against such defaults. This arrangement shall continue till the township is handed over to the Municipal Authorities or the association of the allottee/ occupants.

Further, the Developer/its nominated agency reserves the right to increase maintenance charges/security from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases on demand by the Developer/its nominated agency for the maintenance. If the Allottee fails to pay such increase in the Maintenance charges Security or to make good the shortfall as aforesaid on or before its due date, then the Allottee authorizes the Developer to treat the allotment as cancelled without any notice to the Allottee and to recover the shortfall from the sale proceeds of the said plot and to refund to the Allottee only the balance of the money realized from such sale after deducting there from the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to the maintenance charges/ security as stipulated in this clause shall survive the conveyance of title in favour of the Allottee and the Developer shall have first charge/lien on the said plot in respect of any such non-payment of shortfall/ increases as the case may be.

21. The Allottee(s) shall be entitled to get the name of his/her nominee(s) substituted in his/her place or to pass on /transfer the Allotment in some other name on payment of administrative charges as per the rates of the Developer.