



R.O. : 138A, Pocket-F,
Mayur Vihar, Phase-II,
New Delhi-110091

Agra Office: Hall H-1, 2nd Floor,
Padam Plaza, Plot No.5, Sector-16B,
Avas Vikas Sikandra Yojna, Agra-282007

ANNEXURE A: Schedule of Payment

SR. NO.	PARTICULARS	AMOUNT	REMARKS
1.	At the time of Booking		
2.	On Laying Of Foundation		
3.	On 1st Basement Slab Casting		
4.	On 2nd Basement Slab Casting		
5.	On Ground Floor Slab Casting		
6.	On Second Floor Slab Casting		
7.	On Fourth Floor Slab Casting		
8.	On Seventh Floor Slab Casting		
9.	On Start Of Elevation, Plaster & Finishing Work		
10.	On Completion Of Electric Sub Station At Site		(A + B + C)
11.	On "Offer For Possession"		(D + E)
	TOTAL AMOUNT PAYABLE		

OTHER CHARGES

A	PBIC (Power Backup Installation Charges)	Rs.12500/- Per KW
B	Dual Meter Charges, Electrical Connection Charges & Electrical Security Deposit Charges	As per Actual
C	Optional Mechanical Dual Parking	Rs.500000/-
D	IFMS (Interest Free Maintenance Security)	Rs.100/- Per Sq. Ft.
E	Arrears If Any	As per Actual At The Time Of (Offer For Possession)

As and when the installment gets due, the developer shall inform the allottee on the address mentioned in the application form and the allottee has to make the payment within 15 days failing which interest as mentioned in the terms & conditions shall be charged.

This Allotment is subject to terms and conditions signed and accepted by the allottee attached along with the registration application dated _____

Allottee

Co-Allottee

Developer

Note: Discount in lieu of passing of GST benefit to customer@ %



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ANNEXURE A: Schedule of Payment

SR. NO.	PARTICULARS	AMOUNT	REMARKS
1.	One Time Payment		
2.	On "Offer For Possession"		(A + B + C + D + E)
	TOTAL AMOUNT PAYABLE		

OTHER CHARGES

A	PBIC (Power Backup Installation Charges)	Rs.12500/- Per KW
B	Dual Meter Charges, Electrical Connection Charges & Electrical Security Deposit Charges	As per Actual
C	Optional Mechanical Dual Parking	Rs.500000/-
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*_____
Allottee*

*_____
Co-Allottee*

*_____
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ANNEXURE A: Schedule of Payment

SR. NO.	PARTICULARS	AMOUNT	REMARKS
1.	At the time of Booking		
2.			
3.			
4.			
5.			
6.			
7.	On Completion Of Electric Sub Station At Site		(A + B + C)
8.	On "Offer For Possession"		(D + E)
	TOTAL AMOUNT PAYABLE		

OTHER CHARGES

A	PBIC (Power Backup Installation Charges)	Rs.12500/- Per KW
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*_____
Allottee*

*_____
Co-Allottee*

*_____
Developer*

Note: Discount in lieu of passing of GST benefit to customer @ %



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ANNEXURE B: Layout Plan



TERMS & CONDITIONS FOR REGISTRATION AND ALLOTMENT OF COMMERCIAL/OFFICE SPACE IN PADAM HIGH STREET AT PLOT NO. COM E3, SECTOR-E3, TAJ NAGRI, PHASE-II, AGRA.

I. TERMS AND CONDITIONS OF APPLICATION

- 1)** The Applicant(s) has applied for Allotment of Commercial/Office Unit (hereinafter referred to as the Unit) proposed to be constructed in the Project titled "**PADAM HIGH STREET**" (said project) being conceived and developed by **SHREE RIDDDHI SIDDHI CONSTRUCTIONS** (hereinafter referred as the Developer) at Plot No.- COM E3, Sector E3, Taj Nagri, Phase-II, Agra.
- 2)** The Allotment of the Unit is at the sole discretion of the Company.
- 3)** The Applicant(s) has fully satisfied himself about right; interests and/or title, as the case may be of the Developer over the plot on which the Project is being developed and has further understood all limitation and obligations in respect thereof.
- 4)** The Applicant(s) has examined the plans, designs, specifications of the Unit which are tentative and agree that Company may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the interest of the Project or as may be done by any Competent Authority. The Applicant(s) agree that no claim, monetary or otherwise will be raised by him in case of any such change. It is clarified that the initial Covered Area rate of Registration of the Unit will be applicable on the Changed Area in case of refund or demand as the case may be.

II. PAYMENT

- 1)** Timely Payment of Installment as per the Payment Plan is the basic essence of the scheme. It shall be incumbent on the Allottee to adhere strictly to the Payment Plan as well as other Terms & Conditions of Application and Allotment.
- 2)** As and when the Installment gets due, the Developer shall inform the Allottee on the Address mentioned in the Application Form and the Allottee has to make the Payment within 15 days failing which interest @10% per annum will be charged.
- 3)** In Case more than 2(Two) Installments remain arrear consecutively for 3(Three) Months the Allotment of the Applicant shall stand automatically **CANCELLED** without any prior intimation and he shall thereafter have no lien on the Unit. The amount paid by the Allottee shall be refunded without interest after forfeiting 10% of the Amount so paid and



Balance shall be refunded in accordance with the refund policy by the Developer. In the alternate the Developer may in his sole discretion condone the delay in payment, by charging interest @12% p.a. compounded annually.

- 4) The Allottee may seek Cancellation at any time before obtaining Possession of the Unit in case the Allottee desired Cancellation of his Unit he shall inform in advance to the Developer, in that case 10% of the amount paid by the Allottee against the Unit shall be forfeited and balance shall be refunded in accordance with Refund Policy by Developer without any interest.
- 5) All Charges, Expenses, Stamps Duty, Official Fees etc. payable on connection with Execution of Agreement/Sale Deed in respect of the allotted Unit etc. shall be borne by the Allottee.
- 6) All taxes (including GST as applicable), levies, charges etc. present and future, or any other charges on the allotted Unit or on the overall scheme levied proportionately to allotted Unit by any Statutory or Local Body shall be borne and paid by the Allottee from the date of Registration. These include charges for external development, strengthening or betterment charges imposed by State Government, Central Government, Development Authority, Local Authority as the case may be.
- 7) The unit is being sold on the basis of Covered Area.. The sizes given in plans are tentative and can be modified due to technical and other reasons e.g. change in position of the Unit, its boundaries, dimensions or its area. In case of area variation, plus or minus, necessary adjustment in cost will be made accordingly at the rate prevalent at the time of Registration. Allottee will be given Possession only of the Covered Area of his Unit.

--: Covered Area for the purpose of aforesaid clause is defined as under :

Floor Space within the four walls cubically, except the front door opening in Common Passage or Back Wall in case if there is no adjoining Construction. In all cases otherwise the Ownership of Common Walls will be shared by Adjoining Owner if any on **50:50** basis.

- 8) That it is agreed and understood between the parties that all payments in the term hereof shall be due and payable to the Developer at Agra and no other place. Even if the Developer accepts any payment at any place, other than Agra the same shall not constitute the waiver of the stipulation that all payments are due and payable at Agra.
- 9) The Company shall have the first lien and charge on the said Unit for its dues and other sums payable by the Applicant(s)/Allottee(s). However, the Company shall not be responsible in any manner if particular Institution/Bank refuses to finance the allotted Unit on any ground.



III. COMPLETION AND POSSESSION

- 1)** The Completion of the unit will be done as per the completion date declared by the developer on RERA website subject to receiving the entire cost and other payment as per terms of Allotment.
- 2)** The Sale Deed in respect of the allotted unit shall be Executed by the Developer in favour of the Allottee after completion of construction only after the entire payment & dues and other charges (taxes etc.) in respect of subject Allotment are cleared by the Allottee.
- 3)** The Allottee may obtain Possession, only after execution of the registered Sale Deed of the Unit, on completion of Construction after payment, (of all the dues and charges thereon) for the purpose of furnishing/using of his unit.

IV. MAINTENANCE

- 1)** It Shall be incumbent on each Allottee to form and join Association, Trust or Company as the case may be (hereinafter referred to as maintenance body) for the purposes of management & maintenance of the complex, which may be registered as a trust or under Society Registration Act or as a Company as the Law permits and thought fit by the Developer.
- 2)** Such Association shall be responsible for the maintenance and upkeep of common facilities and common area and it may decide it's own agenda apart from functions and duties assigned herein under :-
 - a)** Association shall be responsible for the maintenance and upkeep of all the electrical infrastructure which includes electric supply system such as cables, electrical panels, switch boards, transformers, bus wires, lights including tube lights, bulbs, fans installed in common facilities areas like corridors, toilets, courtyard, parking etc.
 - b)** The association shall also engage and maintain permanent staff for repair and maintenance that shall take care of such repairs, which shall confined to common areas and common service facilities areas. It shall not extent to the Units allotted to the Allottee.
 - c)** It shall be responsible for water supply management and equipment maintenance including sumersible, pumps, overhead tank system, and water supply pipes and hydrants.
 - d)** It shall also be responsible for the preservation and upkeep of the fire fighting system and equipments as well as Management of the System.



- e) Association shall be responsible for upkeep and maintenance of the exterior work all common areas within the **COMPLEX** including repairs, whitewash, paint etc. except the Unit allotted to the Allottee.
- f) The association shall have an electric connection in its own name for the purpose of electric supply of common areas and common facilities and the consumption charges thereof shall be payable by such association.
- g) The preservation and upkeep of and maintenance of the Lifts shall also be the responsibility of the association.
- h) The running and maintenance of the generator shall also be the responsibility of the association.
- i) The association shall arrange for the Annual Maintenance of the Lifts, Fire fighting system, generator and of any other equipment of common facilities as it may deemed necessary.
- j) The association shall maintain a Sinking Fund known as Capital Replacement Fund to which each Allottee shall contribute in proportion to its floor area, for the future replacement of various equipments of common facilities.

3) The association shall maintain the Complex on its own or assign the maintenance on contract basis to some maintenance agency. The Allottee shall be liable to contribute such maintenance charges as may be fixed by the association from time to time.

4) In case if any of the Allottee does not pays the maintenance charges for more than 3(three) months then the Allottee shall be denied all the common facilities until all the dues has not been cleared by the Allottee, if such situation further subsists for more than one year, the association formed by member Allottees shall have all Authority to seal the premises for carrying on the business.

5) The association shall maintain interest free maintenance security **(IFMS)**@100/- per sq.ft. on the Covered Area of the unit allotted, payable at the time of Possession.

V. GENERAL CLAUSES

1) The Allottee shall within 15 days intimate to the Company in writing under his own signature of change in his residential or postal address failing which the Company shall not be held responsible for any loss of correspondence etc.



- 2) In case there are Joint Applicant(s), all communication shall be send by the Firm to the first named Applicant, at his address given by him for mailing and which shall for all purposes be considered as served on the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
- 3) That any notice, letter, communication sent by Developer to the Allottee at the last known address, sent by pre-paid Registered Post/ Speed Post, shall be deemed to have been received by the addressee on the expiry of one week from the date of dispatch irrespective of the fact whether or not the same has been received by the addressee.
- 4) That in case the Developer condones any default either in the payment of the installments or in respect of the other obligation at any particular instance, the same shall not be deemed to be waiver of any stipulation contained in this Letter of Allotment.
- 5) Except for the specific areas herein allotted and the necessary easementary rights pertaining thereto, all the common area facilities and the residuary rights in the proposed building shall continue to vest in the Developer till such time as the same or a part thereof is allotted, sold or is otherwise transferred to any particular Buyer and/or to the association of the Allottee(s). The Buyer hereby agrees that in case after the completion of the building, further construction on the plot or the Building becomes permissible the Developer shall have the sole right to raise such further construction, which shall belong to the Developer notwithstanding the designation and Allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation the proportionate share of the Allottee in the common areas and facilities shall stand varied accordingly. Also if in case adjoining plots/lands became available to the developer, he shall be entitled to amalgamate the project without effecting any rights of the existing Allottee(s) and Allottee of both the projects together will form a common maintenance body. Such an amalgamation may result in common use of services like underground tanks, sewerage treatment plants, fire fighting systems, common use of access roads, etc. But in any case, the services commonly used shall be designed for load of all the amalgamated buildings and the developer indemnifies the Allottee(s) for the same.
- 6) The Allottee shall not have any individual claim, right, title or interest of any nature or kind whatsoever except right of **Ingress/Egress** over or in respect of land, open space and all or any of the common areas such as lobbies, staircases, lift and corridors etc. which shall stand vested in such society or trust formed by all the Allottees for the purpose of its maintenance and upkeep.
- 7) Common display spaces and Terrace Rights are exclusively reserved for the Developer, who shall have exclusive rights as Owner thereof and shall have rights to use or deal by way of Sale/Transfer/Lease/Mortgage etc. as the case may be.



- 8) That the Allottee(s) shall examine the **Workmanship**, specification and material used as also all fittings and fixtures at the time of taking Possession and point out discrepancies if any, at that time. The Developer shall entertain no claims or grievances of any kind with regard to the same thereafter.
- 9) That the Allottee(s) shall not make any excavation upon any part of the Property hereby agreed to be allotted nor shall remove any stone, sand, gravel clay, or earth there from.
- 10) Transfer of the Unit including Rights as Allottee(s) herein, shall be subject to prior separate written approval of the Developer and of the maintenance body of Allottees and subject to payment of Administrative Charges not exceeding 1% of the Value to the Developer as well as dues if any of the maintenance body by the Transferor along with the lodgment of transfer. Any change in the name (including addition/deletion) registered as Allottee with Developer will be deemed as transfer for this purpose. It will be the responsibility of the Transferor to obtain requisite sanction for the transfer as also to comply with the provisions of any applicable Laws of the Government of India/Agra Development Authority may charge unearned increase in the rate of the Land at the Time of Transfer/Sale and the liability to pay this unearned increase on case of Sale/Transfer shall be in account of Allottee.
- 11) The Drawing pertaining to the Project in questions has been displayed in the Office of the developer. This will however, be subject to any modifications that may be made by the Sanctioning Authority or may be necessitated during the course of construction.
- 12) That the Actual Physical Possession of the Property hereby agreed to be allotted to the Allottee shall be handed over pursuant to this conditions after receipt of completion Certificate from Agra Development Authority if required and also after the Allottee has made the payment of the entire consideration of the amount to the Developer in the manner stated hereinabove at the Time of Execution of Sale Deed.
- 13) Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.

VI. ASSIGNMENT OF ALLOTMENT

The Unit registered and allotted in the name of any allottee may be permitted to be assigned by the Developer subject to;

- 1) Regular Payment of at least 4(four) installments already made as the time of assignment of Allotment.
- 2) The proposed assignee shall be under obligation to deposit 2(two) installment in advance in order to secure the Payment Plan availed by the original Allottee.



3) The Units so assigned shall be Re-registered and Re-allotted in the name of the proposed assignee subject to Terms & Conditions prevailing on the date of the original Allottee.

OBLIGATIONS OF THE DEVELOPER

VII. POWER BACKUP

- 1) The Developer shall install Common Diesel Generator (DG) Set within the **COMPLEX** and shall provide a Power Backup as per the need of the Allottee on Payment Basis. The Allottee may opt for it during Application or may also opt for it at the time of Possession.
- 2) The above mentioned cost includes the Capital Cost of Power backup of each Unit, however the Power Backup infrastructure shall be handed over to the maintenance body and they shall maintain DG set and collect running & maintenance contribution from the Allottee on the basis of their Load.
- 3) The Unit Holders shall draw their own cables from distribution board to their individual Units.
- 4) The Aforesaid Facility shall be subject to clearance of Statutory or Judicial Authority.
- 5) The Additional Power Backup shall be provided by the Developer to the Unit Holder on extra payment made by him on the price fixed by the Developer or the maintenance body as the case may be.
- 6) The Unit Holder shall not be allowed to install any additional power source for its Unit except inverter (within his unit) by itself.

VIII. PARKING

The Developer shall provide Parking as per the Parking Norms. The Allottee will be allotted Reserved Car Parking Space as mentioned in Allotment Letter (if opted) which shall be earmarked at the time of Possession.

IX. OBLIGATION OF THE ALLOTTEE

1) ELECTRIFICATION

The Developer will provide the electrical infrastructure for distribution of electrical connections on LT supply (i.e. 220 volts) as per the norms of Uttar Pradesh State Electricity Board.



As per the Current Ruling there are two Options:

Option (i) Either the infrastructure is provided by the Developer and individual connection are released by **UPSEB** on separate application in the name of the Allottees. In that case the Allottee shall pay their individual connection charges, security deposit and electrical consumption charges directly to **UPSEB**.

Option (ii) The infrastructure is provided by the Developer and opt for single point HT supply and convert it to LT supply i.e. 220 volts and provide connections to the Allottee. If this option is opted the responsibility up till LT distribution supply shall be of the Developer and they will handover the infrastructure to the maintenance body for maintaining, distributing and collecting electricity charges from Individual Allottee(s). In this case the individual connection charges, security charges and consumption charges as payable to the **UPSEB** shall be collected by maintenance body and they shall pay it collectively to the **UPSEB**. In this option the maintenance body shall make rules and regulations which have to be strictly followed by all the Allottee(s).

Either of the option shall be opted depending upon the Rules and Regulations prevailing at the time of electrification of the **COMPLEX**. In both the options the Allottee(s) shall draw their electrical cable from LT supply room to their individual units at their own cost from the root prescribed by the technicians of the Developer or the maintenance body as the case may be.

2) TELEPHONE

- a.** The Unit Holder shall have telephone/internet/cable network in its own name from the concern Authority and shall pay the usage charges including security deposit etc. accordingly.
- b.** In case Allottee desires to increase the telephone lines and requires extra cables, the same shall be provided by Developer/Maintenance Body at the cost of Allottee and the execution work pursuant thereto shall be exclusively carried out by the Developer/Maintenance Body.

3) CORRIDORS & DRIVEWAYS

The Allottee shall not be allowed to encroach upon the corridors, open courtyards, common passage. Any such encroachment shall be liable to be removed at the cost and expense of the Allottee.

- a)** The Allottee cannot put any of his display materials in the corridors such as mannequins or any kind of display cards for publicities.



- b) The Allottee shall not be allowed to use the corridors for the packing/storages of materials etc.
- c) The Allottee shall not be allowed to paint any kind of message, publicity advertisement on the walls in the corridors other then the space prescribed in the frontage of the Unit.
- d) Driveways shall remain always unobstructed and without storage of material.

4) LIFT

- a) The usage of the lifts shall be exclusively for individuals.
- b) The Unit holder shall not be allowed to use the lift for the carriage of the material and products of the Unit holders which will be permissible through the stair cases.

5) FACADE

No addition, alteration or modification of the facade shall be allowed. Further the neon/glow sign/sign board/will be of specific size prescribed by the Developer and will be architecturally controlled. The same will be installed at a place(s) to be specifically earmarked by the Developer and at no other place.

- 6) The Allottee shall not use, keep and store any inflammable or explosive material in the Unit, which may endanger the life of Property in the entire building or in the surrounding of Unit allotted. This includes prohibition of installing any furnace, bhatti or welding Units etc.
- 7) **Garbage Disposal;** the Allottee has the liability to keep the premises clean and the entire disposal and the garbage coming out shall be disposed off in the manner prescribed by the Maintenance Body.

X. RESTRICTIONS ON BUSINESS

That the Allottee shall not setup any Business involving manufacturing process within the Unit, which require Installation of Machines or the Nature of Workshop for example Automobile Workshop, Lather Machine, Shoe Factory, Printing Press or activities of like nature, which falls within the definition of Factory or industrial purpose. Besides the Allottee shall only be allowed to make use of the Property as per the permitted uses from Agra Development Authority as sanctioned in the Map.



XI. TOILETS & PANTRY

- The Developer shall provide with a Common Toilet for the usage of the Unit holders as well as customers of the **COMPLEX**.
- The Unit holder shall not be allowed to make Toilets or Pantry as and where he desires and shall have to seek prior permission of the Developer as the Toilets can only be provided in specific Units and would be permitted if such provision could be made without damaging the Property of other Unit holders and Common Areas.

XII. DAMAGE TO THE PROPERTY

The Allottee shall be liable to maintain the Property hereby allotted in sound and fit condition and shall not damage its flooring, ceiling, walls, columns in any manner, which may or likely to cause damage to the adjoining Units. The Allottee shall be liable to pay all the damages, which he has done to the Property of the **COMPLEX**, or the Property of any other Co-Allottee due to his negligence or purposely by way of compensatory fine as decided by the association.

XIII. LOGO

The sign board of **COMPLEX** including glow sign shall always remain under the name and style of **Padam High Street** which shall always be maintained till its existence and shall always remain unalterable.

XIV. COLOUR SCHEME

It shall be the duty of the Allottee to maintain the General Colour Scheme of the **COMPLEX** which shall be fixed at the very inception of the **COMPLEX**. Such colour scheme shall be unalterable in order to maintain the identity of the **COMPLEX**.

The Applicant(s)/Allottee(s) undertake to abide by and comply with all Laws, Rules and Regulations applicable to the said Unit/project.

XV. DISPUTES

In case of any dispute or controversy arising out of or in connection with this Allotment the same shall be referred to Courts in Agra, which shall have exclusive jurisdiction and the parties do hereby agree to accept the exclusivity of the Courts in Agra and shall not raise any objection to the same.



XVI. DEFINITIONS

For the purpose of Term & Conditions mentioned here in above the following list of definitions shall be applicable:-

Applicant : Includes,

- An individual,
- An Hindu Undivided Family,
- A Company,
- A Firm,
- An Association of Person **(AOP)**, Body of Individual, whether Incorporated or not,
- Every Artificial Juridical Person.

Allottee : The person in whose name the Property is finally allotted and shall include Legal heir/Nominee/Successor and Assignee.

Association : Association/Society/Trust/Company for maintenance means such body formed by all the Allottee for the purpose of maintenance of common area facilities in the premises of the **COMPLEX**.

Common Facilities : Includes Lifts, Toilets, Generator, Electrical Supply System and Equipments within the premises of the **COMPLEX** (other than within the Units), Fire Fighting System, Sewage Rain Water Harvesting System, Water Supply and Storage System, Drinking Water Filter Plant glow sign of the **COMPLEX**, security system facilities (including Security Personnel, Parking, facilities).

Maintenance : Includes maintenance and upkeep of Common Facilities and common area.

Common Area : Includes Corridors, Staircases, Lifts, Lobby, Central Courtyards, Driveways, Boundary Walls of the **COMPLEX**, Exterior Facade and Internal Walls of the common area.

Colour Scheme : There shall be a Colour Scheme of the Exterior Facade and Interior Walls of the common area at the time of the commissioning of the **COMPLEX**, which shall be unalterable as the mark of Identify of the **COMPLEX**.

Developer : Includes Successor and the Assignee and shall always be known as **SHREE RIDDHI SIDDHI CONSTRUCTIONS**. In respect of **PADAM HIGH STREET**



COMPLEX	Means PADAM HIGH STREET , the entire Complex built by the Developer which consist of entire Units, Parking Area, Common Areas and the Common Facilities within the Boundary Walls of Plot No. COM E3 situated at Sector-E3, Taj Nagri, Phase-II, Agra.
UNIT	A Unit allotted to the Allottee having the Floor Area and Covered Area cubically within the four walls.

I/We _____ the
Allottee of Unit No. _____ at _____ Floor of
proposed **Padam High Street** have read and understood the Terms & Conditions and I/We
shall strictly abide to them.

Signed & Accepted By

1. **Applicant(s)**_____

2. **Applicant(s)**_____

On This Day of _____