

ANJANA CENTRAL

1. First Applicant

Name.S/W/D of

AddressPAN

Mobile

2. Second Applicant (if any)

Name.S/W/D of

AddressPAN

Mobile

Details of Shop/Office Unit Provisional Registration

(i) Unit No. Floor

(ii) Tower/Block. Type

(iii) Carpet AreaSq.Mts. ORSq.Fts.

(iv) Terrance AreaSq.Mts. ORSq.Fts.

(a) Basic Consideration Price.....

(b) Maintenance Charges (IFMS)

(c) Parking

(d) G.S.T. as Applicable

(e)

GENERAL TERMS & CONDITIONS FOR REGISTRATION OF ALLOTMENT OF COMMERCIAL UNITS IN "PROMPT PLANNERS LLP- ANJANA CENTRAL" AT ANJANA CENTRAL, ANJANA CINE GHAR NO.3/2D, KHASRA NO. 513, LASHKARPUR, M.G. ROAD, AGRA, UTTAR PRADESH INDIA

1. THAT is intending Allottee(s) has /have applied for the registration of allotment of an Shop/Office in "Prompt Planners LLP- ANJANA CENTRAL" to be developed at Anjana Central, Anjana Cine Ghar No.3/2D, Khasra No. 513, Lashkarpur, M.G. Road, Agra, Uttar Pradesh. The intending allottee(s) has full knowledge of laws, notification and rules as applicable to this area and the terms and conditions mentioned in the application form.
2. THAT the intending Allottee(S) has fully satisfied himself / herself about the interest and title of the company PROMPT PLANNERS LLP- ANJANA CENTRAL" at Anjana Central, Anjana Cine Ghar No.3/2D, Khasra No. 513, Lashkarpur, M.G. Road, Agra, Uttar Pradesh and understands the limitation and obligations in respect of it. And there will not be any investigation or objections by the intending Allottee(s) in respect of thereof. The intending Allottee(s) agrees not to raise any objection in this regard or to make requisition or call for further clarification.
3. THAT the intending allottee(s) shall pay to the company the entire consideration of the Shop/Office, as per the payment plan opted by the intending allottee(s) and annexed hereto. THAT the intending Allottee(s) shall pay the basic price and other charges on the basis of "Carpet Area including Balcony".
4. THAT the company apart from basic price shall fix preferential location charges(PLC) for certain Shop/Office in the complex and if intending allottee(s) opts for the booking of any such Shop/Office, he/she also pay these charges,
5. THAT the timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment as agreed upon through this transaction and as further stipulated in the Allotment Agreement. However, in case the intending Allottee(s) fails to pay any installment(s) with interest with 90 days, from due date, the company shall have the right to cancel the allotment and forfeit the entire amount of earnest Money/Registration amount as defined in 'para 6' hereafter and the intending Allottee(s) shall be left with no right or lien on the said Shop/Office. The Amount paid, if Any, over and above the Earnest Money shall be refunded by the company without interest after adjustment of interest accrued on the delayed payment(s), if any, and/or any other charges due from the intending Allottee(s). The delay in the payment of installment upto 90 days shall entail interest @ 18% p.a. calculated from the due date of outstanding amount.
6. THAT Earnest Money/Registration/Agreement Amount shall be deemed to be 10% of the consideration of the Shop/Office.
7. THAT GST shall be payable by the allottee(s) on pro-rata basis, any charges on account of the external electrification as demanded by Torrent Power Limited Shall be extra. In the event of any further increase and/or any fresh tax, charge cess, duty or levy by the government or any other statutory authority, the same shall be payable by the allottee(s) on pro-rata basis.
8. THAT the possession of the Shop/Office is proposed to be delivered by the company to the Allottee(s) on within 6 months subject to force majeure circumstances and Upon registration of sale deed provide all amounts due and payable by the intending Allottee(s) as provided herein have been paid to the company. It is, however, understood between the parties that various Blocks comprised in the complex shall be completed in phases.

9. THAT the intending Allottee(s) may at its sole discretion raise finances or a loan for purchase of the Shop/Office. However responsibility of getting the loan sanctioned and disbursed as per company's payment schedule will rest exclusively on the Allottee(s), in the event, the loan not being disbursed or sanctioned or delayed, the payment of the company as per schedule shall not be delayed by the Allottee(s).
10. THAT Allotment of the Shop/Office made shall be provisional, and the company shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alternation may include change in the position, number, preferential location, Unit No) Boundaries, floor area, layout Plan, Block and number of the Shop/Office, number of blocks, and increase/decrease in the area of Shop/Office. That opinion of company's architects on such changes will be final and binding on the Allottee(s). Further, if there is any increase/decrease in the Area of the Shop/Office or an Shop/Office becomes a preferentially located, revised price and for PLC shall be payable/adjustable at the original rate at which the Shop/Office has been booked for Allotment. If for any reason the company is not in position to allot the unit applied for, or if subsequently the allotted unit is not available for any reason beyond the control of the company, the company will consider the allotment of any alternative unit or refund of the amount deposited with simple interest @ 12% p.a. If is clearly understood by the intending Allottee(s) that he/she will not be entitled to any compensation whatsoever on the ground of aforesaid reason(s) and the company shall not be liable for any other damages/compensation on the account.
11. THAT the specifications of the Shop/Office are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used.
12. THAT after completion of Shop/Office and receipt of full consideration and other charges, if any payable by the intending Allottee(s), the Company shall arrange to execute a sale deed in favour of the intending Allottee(s). All expenses toward execution of the sale deed shall be borne by the Allottee(s).
13. THAT the actual physical possession of the Shop/Office shall be taken by the Allottee(s) after clearance of total consideration and other payments and execution of the sale deed by the Company.
14. THAT the intending Allottee(s) agrees/ undertakes to pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the unit) to the company and/or any Maintenance Agency nominated by it for a period of 2 years from the completion of Building and further agrees to continue to pay these charges till such time the maintenance and upkeep of these units are handed over to the local bodies/owner's society. However these charges shall be paid in advance.
15. THAT further, in addition to the payment of maintenance charges the Allottee(s) shall deposit an interest Free Maintenance Security Deposit (IFMSD) of Rs./- (one time deposit), and per month @/- Rupee per unit for CAM. That the intending Allottee(s) shall pay security deposit to the company as and when demanded. This deposit shall be interest free and shall be refunded to the last recorded Allottee(s) owner(s) at the time, services are handed over to the local bodies/owners society.
16. THAT the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Shop/Office) in the complex, as determined by the company or its nominated agency. The intending Allottee(s) shall pay the maintenance charges as and when demanded by the company or its nominated agency. The rate of maintenance charges and the scope of maintenance services will be covered in a separate maintenance agreement to be entered by the intending allottee(s) at the time of handing over of the possession of the Shop/Office.

17. THAT the intending Allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval/permission of the company, which may at its sole discretion permit the same on such condition as it may deem fit and on payment of such administrative charges as may be determined by the company at the time of nomination.
18. THAT the intending allottee(s) shall get his/her complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the company by Registered AD letter about all subsequent changes in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The intending allottee(s) shall be responsible for any default in payment and/or other consequences that might occur there from.
19. THAT the Allottee(s) agree to pay all rates, taxes, charges and assessment leviable by whatever named called for every description in respect of the plot of land or building construction thereon, assessed or imposed from time to time by the Government.
20. THAT the intending Allottee(s) shall pay the additional charges as and when demanded by the company on account of actual cost of electricity, sewerage and water connection (if applicable).
21. THAT the intending Allottee(s) undertakes to abide by all the laws, rules and regulations of local authorities, departments or the Government.
22. THAT the intending Allottee(s) agree to pay the sale consideration as per the payment plan opted at the time of booking, however change of payment plan at later stage is the sole discretion of the company, and is not binding upon.
23. THAT if there has been any breach of contract on the part of the intending Allottee(s) to perform his/her part of the contract earnest money/registration amount paid by him/her to the company shall be forfeited and balance amount, if any, paid over and above the earnest money/Registration amount will be refunded to the intending allottee(s) without any interest and only after submission of original receipts, allotment letter, sale agreement etc. The discretion absolutely shall rest with the company.
24. THAT the Allottee(s) shall comply with all legal requirements for sale deed of Shop/Office and sign all requisite application, forms, affidavits, undertaking etc. as required for the purpose.
25. THAT the intending Allottee(s) if resident outside India shall be solely responsible to comply with the obligations as laid down in the Foreign Exchange Management Act, 1999, (FEMA 1999) and other applicable Laws, rules, notifications including that the remittance of payment(s) and for acquisition of immovable property in India. The intending Allottee(s) shall furnish the required declaration to the company.
26. THAT the allotment of Shop/Office is at the discretion of the company and the company has right to reject any offer/application without assigning any reason. Except as expressly stipulated herein the intending Allottee(s) shall not be entitled to claim any right, lien damages, losses, whatsoever of any kind or nature in this regard.
27. THAT Agra Court shall have the jurisdiction in all the matters arising out of/touching and/or concerning the transaction.

28. THAT the possession of the said unit shall be taken within 30 days of the issue of the letter offering the possession of the units. It is incumbent upon the intending Allottee(s) to inspect the unit within 2 weeks of the issue of the aforesaid letter and deposit the dues/charges within 30 days from the issue of the letter offering the possession and after clearing all the dues/charges, the intending Allottee(s) has to submit the required stamp papers and other documents /payments in respect of execution of sale deed of unit. The possession of said unit shall be handed over only after receipt of required stamp papers and other documents/payments. However if all the above formalities in respect of physical possession of said unit has not been completed within the specified period, the company reserves its right to cancel the allotment of the unit and the company shall forfeit the amount of earnest money/booking amount deposited by him/her and he/she will be left with no lien whatsoever on the said unit. The amount, paid over and above the earnest money/booking amount shall be refunded to the intending Allottee(s) without any interest, only after submission of original receipts, allotment letter, sale agreement etc. The discretion absolutely shall rest with the company.
29. It is made clear by PROMPT PLANNERS LLP and the Allottee agrees that the Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and non can be transferred by the Allottee independent of the other. The right to use of any parking spaces may be granted upon request on a first come-first-served basis but at the sole discretion of PROMPT PLANNERS LLP, subject to availability and upon payment of such charges as may be decided by PROMPT PLANNERS LLP. PROMPT PLANNERS LLP's decision in this regard shall be final and binding. It is clarify that the project's services, facilities and amenities shall be available only for use and enjoyment of the of the allottees of the Project.
30. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- i) In case the Allottee fails to make payments for two consecutive demands made by PROMPT PLANNERS LLP despite having been issued notice in that regard the Allottee shall be liable to pay interest to PROMPT PLANNERS LLP on unpaid amount at the rate prescribed in the Rules.
 - ii) In case of default by the Allottee continues for a period of 90 (ninety) days after notice from PROMPT PLANNERS LLP in this regard, PROMPT PLANNERS LLP may cancel the allotment of the Unit along with the parking (if applicable) if any, in favour of the Allottee and refund the money paid by the Allottee after forfeiting the Earnest Money (being 10% (ten percent) of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to PROMPT PLANNERS LLP in terms of Clause 1.16 herein before) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a "Indian Property Associate" ("IPA") / "Channel Partner") in case booking is made through a "Indian Property Associate" ("IPA") / "Channel Partner"). The balance amount of money paid by the Allottee shall be returned by PROMPT PLANNERS LLP to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of PROMPT PLANNERS LLP arising out of the same shall thereupon, stand terminated. Provided that, PROMPT PLANNERS LLP shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
 - iii) If the allotment of the Unit has been obtained by the Allottee through fraud, misrepresentation, misstatement of facts, or concealment suppression of any material fact, or (b) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law; then PROMPT PLANNERS LLP may cancel the allotment of the Unit along with the parking (if applicable) if any, and refund the money paid to him by the Allottee by forfeiting the Earnest Money (being 10% (ten percent) of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to PROMPT PLANNERS LLP in terms of Clause herein before) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a "Indian Property Associate" ("IPA") / "Channel Partner") in case booking is made through a "Indian Property Associate" ("IPA") / "Channel Partner"). The balance amount of money paid by the Allottee shall be returned by PROMPT PLANNERS LLP to the

Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of PROMPT PLANNERS LLP arising out of the same shall thereupon, stand terminated. Provided that, PROMPT PLANNERS LLP shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

- iv) Further, additionally the allottee shall be considered under a condition of Default, in case the Allottee fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from PROMPT PLANNERS LLP in this regard then PROMPT PLANNERS LLP may cancel the allotment of the Unit along with the parking (if applicable) if any, and refund money paid to him by the Allottee by forfeiting the Earnest Money (being 10% (ten percent) of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to PROMPT PLANNERS LLP in terms of Clause 1.16 herein before) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a "Indian Property Associate" ("IPA") / "Channel Partner") in case booking is made through a "Indian Property Associate" ("IPA") / "Channel Partner"). The balance amount of money paid by the Allottee shall be returned by PROMPT PLANNERS LLP to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of PROMPT PLANNERS LLP arising out of the same shall thereupon, stand terminated. Provided that, PROMPT PLANNERS LLP shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

31. Failure of Allottee to take Possession of Unit -

- i) Upon receiving a written intimation i.e. the Notice for Offer of Possession from PROMPT PLANNERS LLP as per Clause, the Allottee shall take possession of the Unit from PROMPT PLANNERS LLP by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and PROMPT PLANNERS LLP shall give possession of the Unit to the Allottee as per the terms and conditions of this Agreement. In case the Allottee fails to comply with the essential documentation, undertaking etc. and/or fails to take possession within the time provided in Clause then (i) the Allottee shall continue to be liable to pay the dues as specified in this Agreement (including the maintenance charges and holding charges @ Rs. 100 (Rupees Hundred Only) per sq. ft. per month of the Carpet Area of the Unit ("Holding Charges") shall be payable by the Allottee for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Allottee has been advised to take the possession; and (ii) PROMPT PLANNERS LLP shall postpone the execution of Conveyance Deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and holding charges as may be applicable thereon, have been fully paid by the Allottee.
- ii) If the Allottee fails to pay all dues payable under this Agreement and/or in terms of this Agreement and/ or to assume possession of the Unit within the aforesaid time period, the Unit shall be and remain at the sole risk and cost of the Allottee.
- iii) The Allottee agrees that such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge(s) as provided for in this Agreement.
- iv) It is clarified that, payment of the maintenance charges with respect to the Unit shall be applicable and payable by the Allottee with effect from the last date given in the aforesaid Notice for Offer of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Allottee.

32. ASSIGNMENT AND TRANSFER OF RIGHTS

- i) The Allottee understands that this allotment and/or right and entitlement of the Allottee hereunder is non-transferrable/non-assignable. However, PROMPT PLANNERS LLP may, on a request from the Allottee, permit such assignment / transfer on a case-to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment / transfer, as may be levied

by PROMPT PLANNERS LLP from time to time; and; (iii) execution of appropriate documents by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of PROMPT PLANNERS LLP; (iv) permissibility thereof under the Act, the Rules and the Applicable Laws. In the event the Allottee has obtained finance / loan against the Unit from any financial institution/bank, then a no objection certificate / letter by such financial institution / bank shall also have to be submitted to PROMPT PLANNERS LLP, permitting / consenting to the requested assignment/transfer by the Allottee.

- ii) The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer / assignment. The Allottee hereby undertakes to keep the Promoter saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the PROMPT PLANNERS LLP, upon request of the Allottee.
- iii) Under no circumstances, permission for such assignment / transfer shall be granted by PROMPT PLANNERS LLP once the payment of Total Consideration has been made by the Allottee.
- iv) In the event of such assignment / transfer, the assignee / transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee / transferee. Any claim or dispute between the Allottee and such assignee / transferee will be settled-inter-se between them and the Promoter shall not be a party to the same under any circumstances.

33. INTERIOR WORKS CARRIED BY ALLOTTEE WITHIN THE UNIT

That in the event after execution and registration of the Conveyance Deed, the Allottee intends to carry out any interior adaptations works in the Unit and seeks permission thereof, the Association of Allottees may permit the same subject to the following conditions:

- a) Payments towards the maintenance there are no arrears with respect thereto.
- b) The work of interior adaptation undertaken by the Allottee shall not obstruct and/or affect the construction of the Promoter, if any being carried out in the Project and/ or the interior work being done and/ or carried out by any other allottee(s) of the Tower Building/Project and/ or damage, loss to the structure and property of such other persons and/or cause any nuisance of any kind which may be objectionable to PROMPT PLANNERS LLP / the Promoter, and/or any other allottee(s), occupant(s) of and visitors to the Tower / Building / Project.
- c) In carrying out any such works and activities, the Allottee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under Applicable Law and otherwise) and other Applicable Laws, rules, regulations, bye laws and guidelines of PROMPT PLANNERS LLP / the Promoter / Association of Allottees / Maintenance Agency, as the case may be. The Allottee shall adhere to all fire and other safety regulations including the structural integrity of the Tower / Building in which the Unit is situated and shall not exceed electrical loads beyond the allocated limits
- d) The Association of Allottees reserves its right to inspect all interior works and may where required, direct and require the Allottee to undertake such modifications / alterations in the interior works as may be necessary to ensure compliance with this clause.

34. INDEMNIFICATION

- i) The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the PROMPT PLANNERS LLP, Promoter and its agents and representatives indemnified and harmless against any loss or damage that the PROMPT PLANNERS LLP, Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

- ii) With effect from the date of taking possession of the said Unit or deemed possession in terms of this Agreement, the Allottee agrees to indemnify and to keep the PROMPT PLANNERS LLP, Promoter/Association of Allottees / the Maintenance Agency, as the case may be and their assignees, nominees, their officers/employees as well as the other occupants/ owners of the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any Applicable Law for the time being in force and/or the stipulations applicable to the Allottee and/or the said Unit hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming under the Allottee.

35. CONFIDENTIALITY

The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged, including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect. Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if: (a) such disclosure is required by law or requested by any Competent Authority or regulatory or judicial / quasi-judicial authority or other recognized investment exchange having jurisdiction over the Parties; or (b) such disclosure is required in connection with any litigation or like proceeding; or (c) such information is already available in the public domain other than as a result of breach by any Party.

36. The intending Allottee(s) shall have no individual ownership right of the terrace of the Building.

37. The Company shall have the right to expand the building it vertically or horizontally if it is permitted or otherwise.

38. No change in the external facade shall be permitted unless the same is approved by the company.

I/WE declare that the above terms and conditions have been read/understood by me/us and the same are acceptable to me/us intending Allottee(s).

Place :

Date :