

Sub: Allotment of Commercial Space in proposed Commercial Project "Happy Mart", situated at Plot no CS-3, Swarn Jayanti Puram, Ghaziabad (U.P.)

Dear Sir(s)/Madam,

In response to your application we, **M/S Hirnot Group** a Company registered under the Companies Act, 1956 having its Corporate Office at Plot no **CS-3A Ghaziabad (U.P.)** (hereinafter referred to as the '**Company**' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you Commercial space **shop No.**

Carpet Area: -sq.ft. approx.

Covered area of the commercial space: -sq.ft. approx.

Extra Area (If any) **NIL** sq.ft., in the proposed Commercial Project known as '**Happy Mart**' situated at **Plot no CS-3, Swarn Jayanti Puram, Ghaziabad (U.P.)** for a Cost of **Rs.**+ **(.....GST)**, as assessed and attributed by the Government of India, payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Payment Plane

Installment	Date	Amount

1 SQ.MTR = 10.764 SQ.FT.

The construction is likely to be completed within 60 months from the date of sanction of plans \pm one quarter i.e. three months fit-out period

Note- The following are not included in the Built-UpArea:-

Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open sports facilities, Weather Sheds, in accessible flowers beds , common open to sky terraces, and void like etc.

GDA – Ghaziabad Development Authority

Commercial Space: - The commercial unit /space in the project which is identified by a number, that number is also identifying the floor of that unit/space. "Said Commercial Space" shall mean the specific Commercial Space applied for by the Applicant in the Said Project, details of which has been set out in the Application.

Area:-

- a. **Area of land:** - Total Area of land over which the project is going to be constructed.
- b. **Super Built-up Area:** - The constructed areas of the commercial space comprising of Polly line area of the Commercial Space and other constructed areas of common use.
- c. **Covered Area:-** with included wall to wall area.
- d. **Carpet Area :- without wall usable area**
- e. **Common Area and Facilities :-** Means all facilities to be used by all Commercial Spaces, such as entrance lobbies, corridors, staircases, staircase shafts and mumties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electricity distribution system, control panels, installation area of transformer and DG set, water supply system, fire fighting system, sewerage systems, common toilets, rain water harvesting systems etc.
- f. **Independent Area:** - The Areas which are not included as common areas for joint use of Commercial Space and may be sold by the company/promoter without the interference of other Commercial Space owners.
- f. **Limited Common Area and Facilities:-** Those which are reserved for use of certain Commercial Space(s) to the exclusion of the other Commercial Space.
- g. **Basic Cost of Commercial Space:-** The consideration amount for sale deed of Commercial Space without other charges which are mentioned in the Booking Application Form and the Allotment Letter.

Company:-That is “M/S Hirnot Group”, a company registered under The Companies Act, 1956 having its Corporate Office at **CS-3A Swarnjyantipuram Ghaziabad (U.P.)**

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Allotment, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.

- (c) Strikes or lock outs, industrial dispute.
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- (f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, **court order** or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

Layout and Plans :- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular commercial space.

Payment Plans: - These are the mode of payment towards the captioned booking of commercial space having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges:- means the charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the Said Complex/Said Building as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said commercial space, payable on monthly basis.

Project: - means Iconic Street in Commercial Space Situated at CS-3A, Ashram Road, Swarn Jayanti Puram, Ghaziabad (UP)

Maintenance Agency: - Means an independent agency which shall be duly hired/appointed by the company for the purposes of maintenance.

"**Taxes**" shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said commercial space/Said Complex.

Whereas land admeasuring Plot no CS-3 1894.85 sq. mt was allotted to **M/s Hirnot Group** from the Ghaziabad Development Authority (GDA) on Free hold basis.

And whereas the **M/s Hirnot Group** has got the approval of plans from Ghaziabad Development Authority (GDA) and after the approval sanction plot no CS-3, Swarn Jayanti Puram, District- Ghaziabad. This is for purpose of development and contraction of convenient commercial space.

And whereas the building plans of the proposed Project **HAPPY MART** have been sanctioned by the GDA. The Project/complex will have commercial Space of different sizes and dimension on various floors therein along with common area. The intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the rights of the company in respect of the aforesaid project. The drawings and plans of the project has been displayed at the site office/corporate office of the company, as per the layout plan it is envisaged that the commercial Space on all the floors shall be sold as an independent unit with importable and undivided shares in the land area underneath plot.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S) AS PER THE PAYMENT PLAN ANNEXED:

- 1) That the building plans of proposed commercial Space has been duly submitted/ sanctioned by the Ghaziabad Development Authority (GDA). The project will have commercial space of different sizes and dimension on various floors.
- 2) That the allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the company in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company.
Note: The request for any change in construction of any type in the commercial space will not be entertained.
- 3) That as per the Layout Plan it is envisaged that the commercial space on all the floors shall be sold as an independent commercial space with impartial and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the commercial space. The undivided share in the land will have the land area of the project in which the Commercial Space has been situated and the land area of the common use in the project. It is clarified that only the Commercial Space owner will have the undivided share in the land of that project. Therefore the land of the project is confined up to the undivided share of the Commercial Space owners of that project.
- 4) That the intending allottee(s) is/are aware of and has/have knowledge that the building plans are already being sanctioned by GDA and agree to that the company may make any changes, modification, alternations, additions and also revise the plan through GDA therein as may be deemed necessary or may be required to be done by the company, the Government/ GDA or any other local authority or body having jurisdiction. As per the prevailing Building Byelaws of the GDA.
- 5) That the consideration is for the total area of the said commercial space which will be Sale, as mentioned herein the property known as "Super Built up Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, storage, Terrace space and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochure, map or any other document has been calculated on un plaster brick wall to brick wall bases. The Company can sell the vacant commercial space or the complete Block of the commercial space as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.
- 6) That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GDA/ Authority/Any other Government Authority Concerned shall not be considered the delay on part of the company.

7) That the schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).

Note: In case reissuance of allotment letter is required/requested by the allottee(s) for any reason, the company has sole rights to reissue it or reject the application of reissuance. In case if it is reissued, it shall attract a fee of Rs. 20,000/- as administrative charges which shall be payable by the allottee(s).

8) That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter for the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or duty/obligations towards the company.

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

10) The entire mentioned categories will be acceptable by the customer - Beam, pillar, water pipes, sewerage pipes, drainage pipes, AC ducting etc.

11) That the allottee & co-allottee (if any) will have equal share in the commercial space and in case of death of any of them the booking will continue only after providing a death certificate, certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottees booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern.

The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In all the above said circumstance there will be a time limit of maximum up to one months; there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 10 % of the basic cost of the commercial space. For the refund in above said cases, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee.

12) That the installments of payment of the commercial space will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form. In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s), the allotment will be cancelled and 10% of the basic cost of the commercial space will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however in exceptional circumstances, the builder may, in its sole discretion condone the delay in payment by charging interest @ 12% per annum. In the event of the builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter/intending allottee(s). In the eventuality of a prolonged delay where the cancelation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of

the commercial space as per the prevailing rates or charging interest @ 12% per annum whichever is higher.

- 13) That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting $\pm 4\%$ change in the super built-up area as well as covered area of the commercial space, there will be no extra charge/ claim by the company. Also the allottee(s) shall not be entitled for any refund. However any major alternation/ modification resulting in more than $\pm 4\%$ in the area of the commercial space, any time prior to and upon the possession of the commercial space, the company will intimate to the allottee (s) in writing about the changes thereof and the change in the enhanced cost of commercial space. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice. In case the allottee(s) doesn't give consent and objects for such change, the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and with interest @ 12 % interest per annum. No other claim of the allottee (s) shall be considered in this regard.
It shall always be clear that any alteration / modification resulting in more than $\pm 4\%$ change in the super built up area as well as covered area of the commercial space, then the demand or refund shall be applicable for the entire area eg, : for a $\pm 5\%$ change, the demand or refund shall be applicable for the total 5 % area.
- 14) That if for any reason Whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.
- 15) That the construction of the project is likely to be completed as early as possible, the following can affect to that , regular and timely payments by the allottee(s) availability of building material etc. any dispute with the contractor, change of laws by Government/ local authorities/any court order/force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
- 16) That the construction could be completed prior to the date given in the allotment letter. In that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever. The date given in the allotment letter is an assessment only and construction could be completed earlier to that.
- 17) That a written intimation for completion of commercial space will be sent to the allottee(s) and a Fit-Out-Period of one quarter will commence from the date of "Offer for Possession". The said "Fit out Period" is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touch like final touch of paint will be done during said Fit out period and after the registration of sub lease deed of the commercial space only. After the registration of sub-lease deed, the allottee(s) shall be considered as the owner(s) of the commercial space. The final touch will take 20 to 30 days for an individual commercial space and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- 18) The final touch to the commercial space shall be given after the registration of sell deed and the consent of the allottee(s) shall be presumed that the keys of the commercial space were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allottee(s) delays in taking over the keys back after the confirmed date, then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even then the keys of the commercial space were not been taken back.

- 19) That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left , then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter 'offer for possession'.
- 20) That if there is delay in handing over the possession of commercial space beyond 6 months from the proposed dated of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 10/- per sq. ft. per month for the super built-up area of the commercial space for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa the penalty of Rs. 10/- per sq. ft on delay in taking of possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not proceed with the requisite compliance as per the letter of "offer for possession". The holding/waiting period where the allottee has not taken the possession will be computed from the date of letter "offer for possession" the holding and wait shall have a limit maximum of one months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and after deducting the said charges for holding/waiting along with the maintenance dues and deduction of 10 % from the basic cost of commercial space shall also be applicable as per the terms & condition of the company. That in all the case of refund where a loan was availed for the said unit in commercial space, the loan dues will be refunded to the bank/financial institution first thereafter the balance amount (if any) will be refunded to the allottee(s).
- 21) That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items.
- 22) It is hereby agreed understood and declared that the Sell Deed/Registry of the commercial space shall be executed and registered in favor of allottee(s) after the commercial space has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sell Deed/ Registry, registration charges./fees, miscellaneous expenses and Advocate's legal fees/charges. These fee and charges shall be borne and paid by the allottee(s).
The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. Stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
- 23) That until a Sell Deed is executed and registered; the company shall continue to be owner of the Commercial Space. The allotment shall not give any right or title or interest therein to the allottee (s) even though all the payments have been received by the company. It is further clarified that the company is not constructing a Commercial Space as a contractor to the allottee(s). On the other hand, company is constructing the Project as its own as a promoter, the sub lease will be affected after the actual construction/finishing of the Commercial Space and by way of an executed sell Deed. The Company shall have first lien and charge over the Commercial Space for all its dues that may/become due and payable by the allottee(s) to the company.

24) That after taking possession of Commercial Space, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of Commercial Space or any other ground whatsoever.

25) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.

26) That the allottee(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the UPAVP/local authority/State Govt./ Govt. of India and of the Maintenance Agency (as and when the Maintenance Agency formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the Commercial Space. The Commercial Space shall be used for the commercial purpose.

27) That there will be designated/specific spaces for display boards/advertisement that will have the sole ownership of the company.

28) Though you have opted above option but at the time of obtaining Completion, Developer will apply for electrical connection, at that time there can be two scenarios:

- i) Single Point Connection: - In this case developer will provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective electric authority will be deducted from IFMS at the time of hand over the maintenance and common area of the project to AAQ.
- ii) Multi point Connection :- In this case developer will provide the infrastructure for electricity in the unit and allottee(s) will apply for electricity connection to competent Authority/ UPPCL/NPCL. Its meter cost, installation cost will be borne by allottee(s).
- iii) All the terms & conditions of agreement for electricity & power back up shall be also applicable and binding.
- iv) The electrical installation /transformers/E.S.S equipments and cabling shall be designed with 60% diversity factor therefore for 10000KVA load only 6000 KVA capacity shall be installed.

29) if That the allottee(s) can also avail Power back-up facility as opted by him/her/them in the application. One KVA Power Backup will be mandatory on payment of **Rs. 25000/- (Rs. Twenty Five Thousand only)** per KVA. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

Note: - Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application.

30) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/ Commercial Space of the said Project. However, the sub lease deed in respect of Commercial Space in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.

31) That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ UPAVP /Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr. K. Raheja Development Corporation" V/s state of Karnataka Case decided by the honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.

32) That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company.

33) That the supply of electricity will be disconnected after a notice of 15 days in case of nonpayment of Monthly Maintenance Charges or any other dues payable by the allottee(s)/owner(s), theft of electricity, misuse of electricity.

34) That the allottee(s) has/have to pay non-refundable Interest Free Maintenance Security (IFMS) to the company @ Rs. 100/- per sq.ft. Of the Super Built-up Area. Out of this amount, 75% amount will be kept/used as the maintenance reserve for the Project Iconic Street. Same will be transferred to the Maintenance Agency of Iconic Street at the time of handing over the maintenance to the Maintenance Agency. Remaining 25% amount will be kept/used for the maintenance reserve of all Phases of Project Iconic Street. This amount will be transferred to the maintenance body of the entire all phases of project Iconic Street.

That the allottee(s) also has/have to pay Monthly Maintenance charges (Will be Decided on Possession) per month of the Super Built-up Area to the company/maintenance agency, the same shall be charged through the electricity meter. 15% of these monthly maintenance charges will be transferred to the maintenance agency of entire all phases of project Iconic Street and the remaining 85% amount will be used for the maintenance of Project Iconic Street. The said amount will be utilized for electricity expenses of common area, cleaning, and maintenance of lifts, roads, security, and other amenities falling under the common use and for the common areas of the Project Iconic Street.

Note: NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of commercial space by the commercial space owner otherwise the subsequent buyer will not be allowed.

35) That the use of the unit is not allowed for the following purposes even after the sell deed

- 1) Fresh Meat/Flesh/chicken or any other kind of non-vegetable shop.
- 2) Storage of any chemical/hazardous material prone to fire/leakage.
- 3) Service station of any type of automobile.
- 4) Trading of building materials or any other commodity which are required to be stacked outside the commercial area.
- 5) Liquor shop.

36) That the allottee(s) shall abide by all laws, rules and regulations of the GDA /Local Bodies/ State Govt./maintenance agency nominated by GDHDPL and shall be responsible for all deviations or breach of any of the conditions of law/bye laws or rules and regulations after completion of the complex. The commercial unit shall be used for the purpose for which it is allotted.

- a) That the commercial unit shall not be used for any purpose which may or likely to cause nuisance to the allottee(s) of other commercial units in this complex or to crowd the passages to use it for any illegal or immoral purpose.
- b) That the commercial shall be used for activities as are permissible under the law.
- c) That the allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item or any part of the complex or other commercial unit if it occurs due to his/her/their malfunctioning or willful act.

Any type of encroachment, construction, blockage in the entire Project including passages, roads, lobbies, roof etc. shall not be allowed to the Commercial Space's owners or associations of Commercial Space's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party.

Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of Commercial Space, signboard, publicity or advertisement material outside the Commercial Space or any were in the common areas shall not be permitted. Any type of change inside the Commercial Space which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.

37) That at the time of handing over the maintenance of the Project to the Maintenance Agency, the following will be handed over to the Maintenance Agency, all existing lifts, corridors, passages, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, lift rooms at terrace and other area falling under the common area.

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

38) That the contents of each commercial space along with the connected structural part of the project shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. The company after handing over the possession of a particular commercial space shall in no way be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the project.

39) That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence. Demand letters/notice and letters posted at that address (if change in address did not intimate) will be deemed to have been receiving by the intending allottee(s)/allottee(s) and the company shall not be responsible for any default.

40) That in the event of any dispute whatsoever arising connected with the allotment of the said commercial space, the grievances of the consumer shall be referred to the arbitration. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the First Party and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in

the city of Ghaziabad (U.P) India. The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

- 41) In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- 42) That the basement spaces as per the permissible usage can also be allotted for the purposes like storage spaces etc.
- 43) That the intending allottee(s) will have to allow sweepers/maintenance staff to enter his/her/their commercial unit for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their commercial unit or any other commercial unit.
- 44) Overriding effect: In the event of any inconsistency between the documents of allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the document of allotment shall prevail.
- 45) That the following Annexure are annexed herewith which are also being the part of this allotment letter.
 - a) Payment Plan
 - b) _____

I/we have fully read and under stood the terms and conditions mentioned herein above and the terms and conditions. All shall be abide by and binding over me/us. It is clear to me/us that for any change in layout; my/our written consent is required as per the law. I/We hereby give consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

For M/S Hirnot Group

Authorized Signatory

Signature of the Allottee(s)

Witnesses:-

1
.....

2
.....

Company

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Signature of the Allottee(s)

Specifications

Flooring

- Vitrified Tiles Flooring

Walls

- Plastered partition wall with OBD in pleasing shades

Electricity

- One electric single point inside the commercial space

Flooring of Common Corridor

- Tiles/Marble Stone in Common Corridor/Common Area

Doors

- Rolling shutter

Company

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Signature of the Allottee(s)