

ALLOTMENT LETTER

To

Dated.....

1)

(Allottee)

2)

(Co-Allottee)

**Allotment of Commercial Shop/Unit in Commercial Shopping Complex
"SQUARE ONE" Situated at, Ratan Khand, Sharda Nagar Yojna,
Raibareilly Road, Lucknow, (U.P.)**

Dear Sir/Madam,

In response to your application dated we, **M/s R D Info Solutions Pvt. Ltd.**, a Company registered under the Companies Act, 1956 having its Office at **6, Pratap Nagar, Street no.10, Mayur Vihar, Phase-I, Delhi-110092**, (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 Shop/Unit No.....on Floor, Super AreaSq.ft., as per specifications attached as Annexure-'A' herewith, in the proposed Commercial Shopping

Complex known as '**SQUARE ONE**' situated at **Ratan Khand, Sharda Nagar**
Yojna, Raibareilly Road, Lucknow, for a Total cost of Rs/-
.....)(Rupees (in words)
..... only)
payable as per Payment Plan mentioned as Annexure-B hereinafter.

Note: - 1 Sq.mtr = 10.764 Sq.ft.

- a) Whereas the Company has purchased a Plot of land bearing No.C.P.4/1, area measuring 2291.10 Sq.Mtrs., situated, in the area of Ratan Khand, Sharda Nagar Yojna, Raibareilly Road, Lucknow, (U.P.), from Lucknow Development Authority after executing the Sale deed and the same was registered on 12.10.2012, vide Book No. 1, Volume No. 14815, page Nos. 389 to 562, Document No.18304, in the office of Sub-Registrar-I, Lucknow, U.P.
- b) The Company is developing and constructing Shops/Units of various sizes and dimensions, under the name "**SQUARE ONE**" on the said Plot of land, after getting the building plan duly sanctioned/approved from the Lucknow Development Authority, Lucknow (LDA). The Company is entitled to allot the Shop(s)/Unit(s) to the intending Allottee. The Allottee desired to purchase a Shop/Unit in the said Project "**SQUARE ONE**" which the Company offered for allotment. The location of the Shop/Unit is delineated in the layout plan.
- c) As per the Building plan/layout plan of said "**SQUARE ONE**" it is envisaged that the ShopS/Units on all floors shall be allotted as an independent dwelling unit with impartible and undivided proportionate share of free hold rights, in the land area underneath and as well as the passages, stairs and corridors, overhead and underground water tanks and other common facilities, if any, for the Shop/Units(s) to be used and

maintained jointly by all the Allottee(s) in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee shall not be permitted to carry out any construction on the terrace(s).

- d) That the Allottee is fully satisfied himself about rights, title and interest of the Company in the said land on which the Shop/Units as the part of plot is being constructed and has understood all layouts designs, specifications, silent features, and common facilities etc. and all limitations and obligations in respect thereof and there are no further investigation(s) or objection(s) remain by the Allottee in this respect.

Whereas the Company offered to allot commercial Shops/Units of different sizes and dimensions in the said Project under the name and style of "**SQUARE ONE**".

That for all intents and purposes, singular includes plural and masculine includes feminine.

NOW, THEREFORE IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES, THE TERMS & CONDITIONS OF THIS ALLOTMENT LETTER WITNESSETH AS HEREUNDER:

1. That the Allottee shall comply with the terms and conditions of this Allotment and shall make timely payments as per schedule mentioned herein, in this Allotment or its annexure(s), the Company hereby agrees to allot the above said Shop/Unit in the said Commercial Shopping Complex, namely "**SQUARE ONE**" built on Plot of land bearing No.C.P.4/1, area measuring 2291.10 Sq.Mtrs., situated, in the area of Ratan Khand, Sharda Nagar Yojna, Raibareilly Road, Lucknow, (U.P.).

(The said super area is tentative and is subject to change until the grant of Occupancy Certificate from the competent Authority.)

2. That the Super Area comprises the Built-up area of the Shop/Unit including area under periphery walls and columns, proportionate share of common areas within the building like Staircase, munties, lift wells, lift room, machines room, common lobbies and passages on all floors and the proportionate share of common service areas in the complex like security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead water tanks, covered & uncovered Shafts and the other common areas.
3. That all adjoining areas including the un-allotted terrace/roof, unreserved Car Parking Spaces and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the Project, except for the said Shop/Unit allotted herein alongwith all common easementary rights attached therewith including common areas and facilities of the said building shall remain the property of the Company and the same shall always deemed to be in its possession.
4. That the Allottee has seen and accepted the plans, designs, and specifications of the project which are tentative. The Company can do modifications in layout plan/building plans/designs as the Company may deem fit or as directed by any competent authority(s). That in eventuality of change in F.A.R., the company shall have a right to achieve the enhanced F.A.R. That the Company can make any type of change in layout/elevation/design/alteration in open spaces, parking spaces etc. as and when required or deemed fit by the company for which the Allottee shall have no right to raise any kind of objection.

5. That the sale consideration is for the total area of the said Shop/Unit, as mentioned herein, popularly known as Super Area. All other rights except 'Super Area' including easementary rights, un-allotted parking spaces or any other spaces, which does not fall under the definition of common areas shall be the sole ownership of the Company to whom shall have the right/authority to charge fees for membership for such facilities and shall have right to dispose of the same.
6. That the Car parking will be available inside the complex as per type opted by the Allottee in the Application Form. The Cars/Scooters/Two Wheelers/Cycles will be parked within the same parking spaces allotted to the Allottee. The Allottee shall not carry out any temporary/permanent construction or storage of any item in the Parking Space. The allotted Parking Space is a facility to the Allottee, which is attached to the Shop/Unit owned by him in the Complex, therefore, the Allottee cannot allot/sell/rent out further to anybody else. The Allottee will make available the Parking Space to upkeeping staff for the maintenance of the water pipes, main hole, fire fighting pipes, electric cables, water tanks etc. as and when required/asked for by them. The Company also reserved the rights to allot the un-allotted parking spaces in future after handing over the maintenance of the said complex to the R.W.A of owners of the Shop(s)/Unit(s).
7. That the Company has deposited the Development Charges in the LDA for all amenities like Road, Electricity, Sewer and Water supply line, which shall be provided by the LDA/Authority concerned upto the boundary of the said Project. The Company will carry out all the above mentioned amenities within the boundary of the said Project i.e. internal development of the Project. The Company shall not be held responsible for the delay in providing the above said facilities on the part of the LDA/Authority concerned.

8. That the timely payment of the installment(s) as per the Payment Plan shall be the essence of the Allotment Letter. It shall be incumbent on the intending Allottee to comply with the terms of payment and other terms and conditions of payment and Allotment Letter. In case, at any stage, the intending Allottee seeks cancellation of allotment and/or refund of the amount deposited by him, the company may on its discretion to forfeit the booking/registration amount or the earnest money upto 10% of the total cost of the Shop/Unit + services tax as applicable along with Brokerage charges if paid to any Broker OR if the Allottee fails to make the payment as per opted plan, then the Company shall have full right to cancel the allotment of the said Shop/Unit and the Company shall forfeited 10% of the total cost of the Shop/Unit+ services tax as applicable along with Brokerage charges if paid to any Broker and the remaining amount, whatsoever, shall be refunded without any interest after 90 days of cancellation.

9. That the payment, on or before due date, of basic price and other amounts payable by the Allottee as per the payment plan opted by the Allottee or as demanded by the Company, from time to time, is the essence of this Agreement. In case Allottee fails to make the payment as per schedule, the Allottee shall be liable to pay interest thereon 18% p.a. from the due date of the installment/payment till the date of actual payment. In case the Allottee fails to make the payment with interest within 45 days, the allotment shall automatically stands cancelled without any prior notice and the company shall have right to forfeit the earnest money which is equivalent to 10% of the total cost of the Shop/Unit + Service Tax as applicable along with Brokerage charges if paid to any Broker and the remaining amount shall be refunded to the Allottee after deduction of the interest on the overdue amount from the finance companies/banks against the said allotment and any other

charges like VAT, Service Tax etc., without any interest after 90 days of cancellation. However, the company shall have the sole discretion to condone the delay of making payment after expiry of 45 days on such terms & conditions which the company deems fit and appropriate. Another Shop/Unit may also be offered in lieu of cancelled allotment if the allotted Shop/Unit has not been allotted to anyone else.

10. That, time is the essence and obligation on the part of the Allottee to make the payment of the sale consideration as per the payment schedule along with other payments as applicable i.e. stamp duty, registration fee, Advocate's fee and other charges as applicable to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Allottee under the Allotment Letter. However the Company may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment, enforce all the payments, and seek specific performance of this Allotment in such a case. The Allottee agrees that the possession of the Shop/Unit will be handed over to the Allottee only after clearing the entire outstanding dues, penalties, interest, if any, etc., to the satisfaction of the company.
11. That the Allottee and Co-Allottee, if any, will have equal share in the Shop/Unit, and in case of death of any of them, the booking will continue only after providing a succession certificate/Indemnity Bond/NOC/Undertaking regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank, in case a loan facility is availed. Similarly, in a divorce case or where any type of dispute arises between the Allottee(s), the booking will continue only after providing a written consent and No Objection Certificate from the concerned bank or court of law. The dispute, whatsoever as stated above, shall not give any effect to the terms &

conditions of this Allotment Letter. In the above said circumstances, there will be a time limit maximum up to two months for the required compliance in case of non-payment of dues and interest on delayed payment shall be charged, and thereafter, the company can cancel the said allotment and the Allottee(s) shall have no claim or right, whatsoever, except to claim for the refund of amount deposited as per clause #8 of this allotment letter. The amount of the sharing of refund in case of divorce and/or any kind of dispute as stated above, consent of the Allottee(s) shall be necessary, otherwise, the amount shall be refunded in equal share(s) between all the Allottee(s).

12. That in case the Allottee desires to avail a loan facility from his employer or financing bodies/Bank(s) upon the allotted Shop/Unit, the Company shall only facilitate the process and the following conditions shall apply:-

- a) The company shall not be responsible for non-sanction of loan by the competent authority(s) and Allottee is bound to make the payment due as per the payment schedule.
- b) The terms of the financing agency shall exclusively binding and applicable upon the Allottee only.
- c) The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest exclusively on the Allottee. In the loan not being sanctioned, disburse or the disbursement being delayed, the payment to the Company, as per payment schedule, shall be ensured by the Allottee, failing which cause #8 of this allotment letter shall prevail.

13. That if there are any additional levies, Fresh taxes, service tax, sales tax, VAT, GST, trade tax, rates, charges, compensation to the farmers, cess, metro cess and fees etc. as assessed and attributable to the Company as a consequence of the order of Government, Lucknow Development Authority, municipal corporation or other local or statutory authority(s), the Allottee shall be liable to pay his proportionate share of such additional levies and taxes.

14. That the possession of the said Shop/Unit is likely to be delivered by the Company to the Allottee by March 2018, with a grace period of ± 03 (Three) months thereof. If in case, the completion of construction of the said project delayed due to force majeure circumstances (including strike of workforce, civil commotion, war enemy action, terrorist action, explosions or accidents, air crashes and shipwrecks, delayed payments or any acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters or delay in grant of permission by the competent authority or any statutory notification or enactment of law or due to market condition etc. or any other unforeseen circumstances which effect the completion of project), the company shall be entitled to have extension of time for handing over possession of the said project to the Allottee and the aforesaid dates of possession shall be taken to have been extended by the period of delay caused due to force majeure.

15. That the construction may be completed prior to the date given in the allotment letter, and in that case, the Allottee shall not refuse for taking the possession on any grounds, whatsoever. The date given in the allotment letter is an evaluation only and construction could be completed earlier to that. The Allottee has to take possession of the Shop/Unit as and when offered to the Allottee shall not deny for taking the possession on account of delay in issuance of Completion Certificate by the authority concerned or ongoing construction or any

other reason whatsoever. It is hereby cleared to the Allottee that the Completion Certificate shall not be a reason for denial of taking the possession by the Allottee.

16. That a written intimation for completion of Shop/Unit will be sent to the Allottee and a "Fit-out-Period" of Thirty (30) days will commence from the date of offer of possession. The said "Fit-out-Period" is in order to facilitate the Allottee with requisite formality viz. obtaining NOC from the Accounts/Legal department(s) of Company, registration of Sale Deed/Transfer Deed etc. The installation of sanitary-ware, washbasin, hardware accessories, final touch of paint etc.(if any), will be done during the said "Fit-out-Period" and after the registration of Sale Deed of the Shop/Unit only. The final touch will take 20-30 days for an individual Shop/Unit and the Allottee may get these final installations done in his own presence, if desired. Maintenance charges shall be applicable on the expiry of "Fit -Out-Period" as mentioned in the intimation letter.

17. That the final touch to the Shop/Unit shall be given after the registration of sale deed and the consent of the Shop/Unit shall be presumed that the keys of the Shop/Unit were given for the final touch. The Shop/Unit owner(s) shall handover the keys back after completing the job of final touch and on the date which was confirmed to the owner(s). In case the owner(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 Shop/Unit owner(S) even then the keys of the Shop/Unit were not taken back.

18. That if there is delay in handing over possession of Shop/Unit after expiry of "Fit-Out-Period" due to other reason(s) which were within the

control of the company, the company will pay to the Allottee delayed possession charges @Rs.5/- per sq. ft. per month in respect of the total area of the Shop/Unit for the delayed period (commencing from the date of expiry of "Fit-Out-Period" only), provided that all due installments from the concerned Allottee were received on or before the due date. Vice versa the penalty @Rs.5/- per sq. ft. on delay in taking in possession shall also be applicable over the Allottee and payable by the Allottee, if the Allottee does not process with the requisite compliance as the letter "Offer For Possession". The said penalty shall commence from the date of expiry of Fit-Out Period. This holding/waiting period shall have a limit maximum of two (2) months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & condition of the company shall be entitled and entertained.

19. That there will be defect liability period of 24 months from the date of offer of possession. The defect liability shall be limited to the major defect in construction i.e. structure; however, air cracks in plaster masonry, wrap page in doors and windows 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 most of which are covered under warranty by the manufacturers themselves; however, in the event of recurring problems with the bought-out items, the company shall be co-operative with the Allottee in sorting out the issue.

20. That if the Allottee does not proceed with the requisite compliance as the Offer Letter of possession. The said allotment shall be treated as cancelled and neither any kind of claim (except to refund of amount without any interest and as per terms & conditions of the

Allotment Letter) remain against the company nor shall be entitled and entertained.

21. That the registration charges including cost of stamp papers, documentation fees, Advocate's fees, official fees and other informal charges shall be borne by the Allottee solely. The Allottee shall also be responsible and liable for payment of deficiency in stamp duty/penalty/interest as per the Stamp Act and any stamp duty and deficiency of stamp thereon impose by the government/competent authority over allotment letter/sale deed. That the Allottee will also bound to sign and execute all requisite application, forms, affidavits, agreements like maintenance agreement, electricity agreement, power backup agreement, parking agreement etc., undertakings required from time to time for purchase of the said Shop/Unit.
22. That the Allottee understands that this document is not an agreement to sell, as there are number of contingencies and uncertainties regarding final shape of the building, location of the Shop/Unit and its dimensions, which may be modified. The agreement to sell/sale deed shall be executed and got registered as per law applicable on the same terms & conditions after finalization of these matters. The Allottee shall not sell, transfer, let-out, assign or otherwise part with the possession of the said Shop/Unit or the interest/benefit under this agreement without prior written consent/NOC of the Company/Maintenance Agency under this agreement.
23. That any alterations/modifications during the course of construction resulting in $\pm 5\%$ change in the original Super area of the Shop/Unit, there will be extra charge/claim by the company and similarly the Allottee shall be entitled for any refund, however, any major alterations/modifications resulting in more than $\pm 5\%$ change in the

super built up area of the Shop/Unit during the course of construction and upto the possession of the Shop/Unit, the Company will intimate to the Allottee in writing about the changes thereof and the change in the enhanced cost of Shop/Unit and the Allottee shall have to pay the enhanced cost to the company. The Allottee has to give his consent in writing within 30 days from the date of such notice. If any Allottee does not agree to such alteration/modification, then he may opt to surrender his allotment in writing within the aforesaid period of 30 days whereupon, the allotment shall be cancelled and the Company will refund the entire money received from the Allottee without any deduction and without any interest. If no Communication is received from the Allottee within the period of the previously mentioned period of 30 days, it shall be deemed to be the consent of the Allottee. No other claim of the Allottee shall be considered in this regard.

24. If for any reason, the Company is not in position to allot the Shop/Unit applied for, by the Intending Allottee the Company may offer an alternate Shop/Unit to the intending Allottee and in case the same is not acceptable to the intending Allottee, the Company will refund the amount deposited by the Intending Allottee to him alongwith 6% simple bank interest only on account of the same within 90 days of written refund request which shall also be acknowledged by the company and the Intending Allottee shall not raise any objection to the same.

25. That the physical possession of the Shop/Unit will be given after execution of the Sale Deed and until a Sale Deed as permissible in law is executed & registered, the company shall continue to be the owner of the Shop/Unit and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all payment have been received by the company. The company shall

have the first lien and charge on the Shop/Unit for all its dues that may become due and payable by the Allottee to the company.

26. The Allottee after taking possession of the said Shop/Unit or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said Shop/Unit, which have been not to carried out or completed or for noncompliance of any designs, specification, building material or any other reason whatsoever.
27. And whereas saving and expecting the particular Shop/Unit allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Shop/Unit, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities, basements, parking spaces (excepting what has been allotted by an Allotment Letter to intending Allottee or any other space not allotted to him, which shall all remain the property of the Company for all times unless the Company decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Company can lease out the vacant Shop/Unit as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.
28. That the Allottee hereby agrees that in case during the course of construction/or after the completion of the Project, further construction on the Plot becomes permissible, then the Company shall have the sole right to take up or complete such further construction as belonging to the Company notwithstanding the designation and allotment of any common areas as limited common area or otherwise. It is agreed that in such a situation, the proportionate share of the Allottee in the common areas and facilities and limited common areas and facilities shall stand varied accordingly.

29. That the Allottee agrees and undertakes that he shall, after taking possession or receiving deemed possession of the said Shop/Unit as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the Shop/Units.

30. The Allottee hereby agrees and undertakes that prior to taking possession of the said Shop/Unit he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Shop/Unit owner association" or "SOA" and shall continue to pay the maintenance charges as determined by the said association or Maintenance Agency.

31. The scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the Shop/Unit but within the complex shall broadly include maintenance and upkeep of internal roads/pathways, boundary walls / fencing, horticulture, drainage system, water supply, general watch & ward within the complex.

32. That the monthly maintenance charges upon the super built up area shall be charged and an interest free maintenance security deposit for the said area shall be deposited by the Allottee which shall be fixed at the time of offer of Possession. The maintenance of the said Project will be carried out by the Company itself or it shall be transferred to its

nominee and 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 rights are reserved with the Company for the said areas.

Note: - NOC from the Company is required for clearance of dues prior to the sale of the Shop/Unit by the Shop/Unit owner otherwise the subsequent buyer will not be allowed to execute the Sale Deed/take possession of the said Shop/Unit.

33. That at the time of handing over the maintenance of the Complex to the SOA the following will be handed over to the SOA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipments with motor rooms, single point distribution system with all liabilities, gen-sets, security gates with intercom, lift rooms at terrace and other area falling in common area..

34. The Allottee hereby agrees and confirms that Allottee shall not held the company responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.

35. The Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession/possession notice of the Shop/Unit or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said Shop/Unit, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper

condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He shall neither himself do nor permit anyone or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.

36. That the Allottee agrees not to use the said Shop/Unit or permit the same to be used for purpose other than for Commercial purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Shop/Unit in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Shop/Unit which tend to cause damage to any flooring or ceiling of any Shop/Unit over or below or adjacent to his Shop/Unit or in any manner interfere with the use thereof or space, passages or amenities available for common purpose.

37. That the Allottee hereby undertakes to abide by all laws, rules and regulations of Government, Lucknow Development Authority, Lucknow and / or any local authority from time to time or any other laws as are applicable to the said Shop/Unit from time to time. That the Allottee hereby agrees that he shall comply with and carry out from time to time after he has been put in possession or deemed possession of the Shop/Unit, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Lucknow Development Authority, Lucknow, Municipal Authority, Government or any other competent Authority in respect of the said Shop/Unit and the land on which the said Building is situated at his own cost and keep the Company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and

in case of a consolidated demand it is to be paid by all the Allottee in proportion to the super built up area of their respective Shop/Unit. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee to the Company and the same shall be payable on demand.

38. That the existing use of the said Shop/Unit is Commercial and the Allottee(s) undertakes to use the said Shop/Unit for specific Commercial purposes only which are permissible under the Law. The Allottee(s) shall, therefore, not use the said Shop/Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the company and other owners/occupants of the Shop/Units in the said complex. The Allottee(s) undertakes that he shall not use the said Shop/Unit for any other purpose e.g. Rice mill, Atta Chakki, Factory, Welding Work, Meat Shop, Dhaba, Liquor/Wine Shop, Automobile Workshop or Shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Shop/Unit etc., any activity which is injurious or which is prohibited by the State or Central Government or any other Statutory Authority shall not be carried out in or from the said Shop/Unit.

39. That the Shop/Unit Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Shop/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Shop/Unit Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Shop/Unit Allottee/Occupants in the said Complex.

40. The Allottee further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs (except at specific designated place), hanging clothes and flower pots on the external facade of the building/Complex or anywhere on the exterior of the building or the common areas. The Allottee further undertake as follows:

- i) That Allottee will not remove any load bearing wall of the said Shop/Unit.
- ii) That the Allottee shall not do any changes that may affect the façade of said complex.
- iii) The Allottee shall not sink, drill, install and/or commission any well borewell/tubewell within the said Shop/Unit or anywhere outside the area of the said Shop/Unit/ allotted to him or in anywhere the commercial complex .
- iv) That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Unit in any part of the said Commercial Shopping Complex or any portion of the said Land.
- v) That he shall not distribute the electrical load in the said Shop/Unit in compliance with the electrical system installed by the Company or its Maintenance Agency.
- vi) The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
- vii) The Allottee shall allow the sweepers/Maintenance staff to enter the Shop/Unit for repair of pipes / leakage/ seepage going in / on / through or because of any fault in the Shop/Unit.
- viii) No request for any changes whatsoever in the Shop/Unit from the Allottee shall be entertained.

41. That the address above shall be taken as final unless any subsequent change has been intimated under Registered A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been duly received by the Allottee. It shall be the duty of the Allottee to notify or inform the company of any change in the registered address. In case the Allottee fails to inform then the demand letters sent to the Allottee shall be deemed to be delivered. In case the joint Allottee then intimation will be send to the first Allottee and the same will be known as send to the other Allottee.

42. That in case of Allottee being an NRI or a foreign national the observance of the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other law may be prevailing and applicable shall be the responsibility of the Allottee and it shall be the responsibility of the Allottee to provide the Company with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement.

43. That the Shop/Unit Allottee agrees that the Company shall have the first charge on the said Shop/Unit for the recovery of all its dues payable by the Shop/Unit Allottee under this Allotment Letter and such other payments as may be demanded by the Company from time to time. Further the Shop/Unit Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said Shop/Unit to recover and receive the outstanding dues out of the sale proceeds thereof.

44. The Shop/Unit Allottee hereby authorizes and permits the Company to raise finance from any Financial Institution / Bank by way of mortgage /

charge / securitization / receivable or in any other mode or manner by charge / mortgage of the said Shop/Unit / Tower / Complex.

45. In case the Shop/Unit Allottee has to pay any commission or brokerage to any person for services rendered by such person to the unit Allottee whether in or outside India for acquiring the said Shop/Unit for the Allottee, the Company shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Shop/Unit. Further the Shop/Unit Allottee undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

46. This Allotment Letter or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Lucknow Development Authority, Lucknow, or any other government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.

47. Subject to above, in case of transfer / endorsement / assignment change in name of provisional allotment of Shop/Unit, a processing fee shall be charged at the rate of Rs.500/- per sq. ft. for the super area and the same shall be payable by such Allottee to the Company at the time of submitting application for such transfer /endorsement / assignment / change in name etc. However, in case of family members, one transfer shall be free of any transfer fee but any subsequent transfer or other transfer i.e. outside family shall be charged at the aforesaid rates. However, the first transfer shall be done only after receipt of 60% of

total Sale price. The family members shall be constructed as per the provisions of Companies Act 1956.

48. In case the Allottee, desires for change in Plan/cancellation after the allotment or re-issue of Allotment Letter, the allottee has to pay Rs.10,000/-(Rupees Ten Thousand Only) + applicable Service Tax as file charges & administration charges.
49. That single point electric connection will be taken for the complex from the MADHYANCHAL VIDYUT VITRAN Nigam Limited and will be distributed through separate meters to the Allottee(s) through pre-paid systems. The Allottee(s) will get the Electrical and Power Back-Up Connection for the capacity, as opted for him in the Booking Application Form. 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, 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 the booking application form. All the terms & conditions of electrical energy and Power Back-Up Agreement shall be applicable.
50. Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not constitute to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
51. If any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far so reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to the applicable law and the remaining provisions of this Allotment

Letter shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.

52. After receipt of the copies of the Allotment Letter, duly signed by the Allottee, the Company shall sign this Allotment Letter and execution of this Allotment Letter will be completed after such signature by the Company at its office. Hence this Allotment Letter shall be deemed to have been executed at the office of the Company even if the Shop/Unit Allottee may have executed this Allotment Letter at any other place(s) other than above.

53. The work of construction and completion of the building or any other matter incidental to this allotment, Allotment Letter shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.

54. If for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the money of the Allottee will be refunded alongwith 6% simple bank interest.

55. All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment Letter. If this case cannot be amicably settled, it shall be decided by a sole arbitrator, appointed by the company, in accordance with the provisions of Arbitration and Conciliation Act, 1996.

56. The venue of the arbitration shall be at Delhi which is hereby mutually agreed by and between the parties and the award of the arbitrator(s) shall be rendered in English.

57. That the Courts at Delhi shall have jurisdiction in all matters arising out of and / or concerning this Allotment Letter.

For M/S R D Info Solutions Pvt. Ltd.

**(Authorized Signatory)
Company**

Allottee(s)

Witnesses

1.

2.