

TERMS & CONDITIONS

THIS ALLOTMENT CERTIFICATE & AGREEMENT is executed at Lucknow on this day of

BETWEEN

M/S. MAHESH INFRACON PVT. LTD., a company registered under the Companies Act, 1956, having its registered office at 24, Eldeco Greens, Gomti Nagar, Lucknow - 226010, through its Director/Authorized Signatory Mr. Sameer Kumar Agarwal s/o Mr. Mahesh Chandra Agarwal, authorized vide resolution dated, hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the **One Part**.

AND

(i) Shri/Smt S/D/W of Shri..... Resident of and

(ii) Shri/Smt S/D/W of Shri..... Resident of and

(iii) Shri/Smt S/D/W of Shri..... Resident of

(*to be filled up in case of Joint Allottee(s).)

(Hereinafter singly/jointly, as case may be, referred to as the "**Allottee**"), which expression, unless repugnant to the context or mean thereof, shall mean and include his/her/their respective legal heirs, legal representatives, executors, and assigns of the **Other Part**.

OR

M/S. Mahesh Infracon Pvt. Ltd. a partnership firm constituted under the Indian Partnership Act, 1932, having its office at Mahesh Tower 3rd floor Vishwas Khand-2, Gomti Nagar, Lucknow acting through its partners' viz.:

(iv) Shri/Smt S/D/W of Shri..... Resident of and

(v) Shri/Smt S/D/W of Shri..... Resident of and

(vi) Shri/Smt S/D/W of Shri..... Resident of

(hereinafter referred to as the "**Allottee**"), which expression, unless repugnant to the context or meaning thereof, shall mean and include its present partners or the partner(s), who may be admitted subsequently, and their respective legal heirs, legal representatives, administrators, executors and assigns of the **Other Part**.

OR

M/S. Mahesh Infracon Pvt. Ltd. a Company incorporated under the Companies Act, 1956, having its Registered Office at the Mahesh Tower 3rd floor Vishwas Khand-2, Gomti Nagar, Lucknow acting through its authorized Signatory Shri/Smt. duly authorized vide Board Resolution dated /..... /.....

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

(Hereinafter referred to as the “**Allottee**”), which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors in-interest and assigns, of the **Other Part**.

“**Company**” and “**Allottee**” are individually referred to as “**Party**” and jointly referred to as “**Parties**”.

WHEREAS

A. In this Agreement, unless the context requires otherwise:

1. The recitals, annexure(s) and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context requires otherwise:
 - a. Headings are for convenience only and shall not effect interpretation;
 - b. Words denoting the singular number shall include the plural and vice versa;
 - c. Words denoting any gender shall include all genders;
 - d. Words denoting persons shall include bodies of persons and corporations and vice versa;
 - e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
 - f. References to any Party shall include the party’s successors and permitted assigns;
 - g. References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time;
 - h. Documents executed pursuant to this Agreement form part of this Agreement;
 - i. Reference to any ‘agreement’ or ‘notice’ shall mean an agreement or notice in writing and ‘writing’ includes all means of reproducing words in at an legible and permanently legible form;
 - j. Reference to this Agreement to “Recitals” and “Clauses” are to the recitals and clauses of this Agreement;
 - k. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.
 - l. The rule of construction, if any that a contract should be interpreted against the party responsible for drafting and preparation thereof shall not apply.

B. The Company is the Developer and Promoter of the Crescent Mall & Height sand is developing/promoting/constructing the Crescent Mall & Heights located at the (T-2) in International Business Bay-2 at Sushant Golf City, Sultanpur Road, Lucknow. The said Crescent Mall & Heights is in itself a unique combination of various segments, parts and utilities and is comprised of the following parts as follows:

- (i) **Shops/Showrooms/Commercial/Retail** spaces in the Shopping Mall (hereinafter shall be referred to as the ‘**Shop**’);
- (ii) **Food Court** (hereinafter shall be referred to as the ‘**Food Court**’);
- (iii) **Multiplex** (hereinafter shall be referred to as the ‘**Multiplex**’);
- (iv) **Offices and Commercial areas** built/constructed above the Shopping Mall (hereinafter shall be referred to as the ‘**Office**’);
- (v) **Service Apartments** (hereinafter shall be referred to as the ‘**Apartment**’); and
- (vi) **Parking**, for cars and two wheelers, whether for Mall or Heights (hereinafter shall be referred to as the ‘**Parking**’).

Together all the aforesaid combination of various segments, parts and utilities provided in the said Crescent Mall & Heights namely the Unit, Food Court, Multiplex, Office, Apartment and Parking shall be hereinafter collectively referred to as the ‘**Project**’ or the ‘**Building**’.

Together the Shop, Food Court, Multiplex and Parking shall be hereinafter collectively referred to as the ‘**Mall**’.

Together the Office, Apartment and Parking separately developed for the use of occupiers of such Office and Apartment shall be hereinafter collectively referred to as the ‘**Heights**’.

Any individual space being part of any of the aforesaid segments, parts and utilities provided in the said Building/Project Crescent Mall & Heights namely the Shop, Food Court, Multiplex, Office, Apartment, terrace, areas open to sky, Parking or called by any other name or nomenclature irrespective of its size, specifications, floor, location, type and usage, whether

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For Mahesh Infracon Pvt. Ltd.

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For Buyer/Buyers

covered or not, whether partitioned or not, whether independent/separate or forming part of larger common space, whether marked or not within the building or within the precincts of the Building shall be hereinafter referred to as a 'Unit(s)'.

- C. The Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing polices, announced a policy dated 22-11-2003 to be known as Hi-Tech Township policy to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited proposals for development of Hi-Tech Township in the State of Uttar Pradesh. The High power committee constituted by the Government of Uttar Pradesh selected M/s. Ansal Properties & Infrastructure Ltd. (hereinafter referred to as the '**Principal Developer**') for the development of Hi-Tech Township on Sultanpur Road, Lucknow. A Memorandum of Understanding (MOU) has been signed between the Lucknow Development Authority, Lucknow, (the Nodal Agency/the Controlling Authority) and the **Principal Developer**, a company incorporated under the Companies Act, 1956 having its office at 115, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi, for the development of Hi-Tech Township in Lucknow and in furtherance which the Detailed Project Report (DPR) has been submitted which has been approved by the Lucknow Development Authority, Lucknow. The detailed layout plan of the Hi-Tech Township has also been approved by the Lucknow Development Authority, Lucknow, in pursuance to which a Developer/Promoter Agreement has been signed between the Lucknow Development Authority, Lucknow and the **Principal Developer**.
- D. After the approval of the layout plans, the **Principal Developer** entered into a Memorandum Of Understanding (hereinafter referred to as "MOU") with the Company granting the FSI for developing / promoting / constructing retail/ commercial/ office/ hotel/club/restaurants/apartments/club in the Project/ Building named as '**CRESCENT MALL & HEIGHTS**' located at the (T-2) in International Business Bay-2 at Sushant Golf City, Sultanpur Road, Lucknow.
- E. In terms of the said MOU, the Company has been authorized to develop/promote/construct the said Building & Mall known as '**CRESCENT MALL & HEIGHTS**' and the Company has also been authorized to book/allot/sell/lease/license the retail/commercial/office/hotel/club/service apartments/parking spaces, either covered or open, of different specifications and sizes developed/constructed by the Company to its Allottee on its own terms and conditions as set out in this Agreement. The Company has also been authorized to receive and collect the payments towards allotment/booking/sale/lease/license of such Unit(s).
- F. Also, under the said MOU the Company has also been authorized to carry out and complete internal and external development works of various services required in the said Building & Project and within the precincts of the Building as per the standard specifications conforming to the Government Policies and the relevant IS/BIS Codes, Guidelines and practice and also in accordance with the MOU.
- G. The Allottee acknowledges that the Company has provided all the information, documents and clarifications as required by the Allottee and the Allottee is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the said Building & Project and that it will be developed, and have understood all limitations and obligations of the Company in relation thereto. The Allottee has relied on his/her/their own judgment and investigation in deciding to formally apply for allotment of the Unit(s) and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be apart of this Agreement and this Agreement is self-contained and complete in itself in all respects. Thus after having understood and being fully satisfied, the Allottee being desirous of purchasing space in the Building & Project have formally applied on the Application Form to book/purchase Unit(s) in the said Project and Building.
- H. The Allottee has confirmed to the Company that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Building & Project in general and in particular to the Unit(s) and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee has/have relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.
- I. The Company, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Unit(s) in the Building & Project on the terms and conditions appearing hereinafter.
- J. The Allottee understands and agrees that the Earnest Money shall be forfeited by the Company in case the Allottee cancel his/her/their booking or fails to fulfil and abide by the terms and conditions under this agreement of the Unit(s) in the said Building & Project and the Allottee shall not raise any claim whatsoever to realise the Earnest Money from the Company.

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For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

- K. The Allottee understands and agrees that only after execution of this Allotment Certificate & Agreement by him/her/them the allotment shall become final and binding upon the Company. If however, Allottee fails to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company then the allotment shall be treated and deemed as cancelled at the sole discretion of the Company and the initial booking money (i.e. 10% of the total value of the Unit(s)) paid by Allottee shall stand forfeited. Further the allotment shall be automatically cancelled, if the application money cheque is not realized after its presentation with Bank. The Company shall allot the said Unit(s) only after receipt of at least 10% of the total sale value.
- L. The Allottee vide formal application dated has applied for the allotment of a SHOP/OFFICE/SERVICE APARTMENT/COMMERCIAL/UNIT(S) no. on the floor in the Building & Project named 'CRESCENT MALL & HEIGHTS' having Super Area ofsq. feet orsq. mts. having Covered Areasq. feet orsq. mts. and having Carpet Areasq. feet orsq. mts. for which the Allottee has/have deposited Rs./- (Rupees) vide NEFT/ RTGS/cheque/demand draft no. dated drawn on Bank payable at Lucknow in terms of this agreement.

COST OF THE UNIT

Basic Sale Price @	:	Rs..... per sq. ft. of the super area
PLC Rate	:	@..... % on Basic Sale Price
Basic Sale Price	:	Rs..... (Service Tax Extra)
PLC Cost	:	Rs..... (Service Tax Extra)
Total BSP+PLC	:	Rs..... (Service Tax Extra)

Plus additional and other charges mentioned in the payment plan.

NOW, THEREFORE, THIS AGREEMENT IS WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

A. DEFINITIONS

"Common Areas" includes the pathways including common lighting, utility corridors including common lighting and common air conditioning, lifts, escalators, staircases, entry and exits including fire exits, landscaping, greenery, roof, toilets and green spaces to be provided by the Company in the Building & Project as per the sanctioned plans and applicable byelaws including the common facilities area.

"Common Facilities" include the main gate, pathways lighting, security system, sewer system, water supply system, drainage system and any other systems for common usage of all occupiers of the Building & Project.

"Controlling Authority" Means Lucknow Development Authority as defined in the Hi-Tech Township Project Scheme.

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“**Earnest Money**” means an amount equivalent to 20% of the total money deposited by the Allottee for the Unit(s) towards or in relation to any head/part of the total payment to be made for the Unit(s).

“**Government Authority**” means (a) any Central, State, Municipal or Local Government, Governmental authority or political sub-division thereof; (b) any agency or instrumentality of any of the authorities referred to in the clause (a) above; (c) any regulatory or administrative authority, or body, to the extent that the rules, regulations, standards, requirements, procedure or orders of such authority, body or other organization having the force of Law; or (d) any court or tribunal having jurisdiction.

“**Holding Charges**” means the administrative expenses/costs incurred by the Company to hold the Unit(s), if the Allottee fails to take actual & physical possession of the Unit(s) after expiry of 30 days from the date of offer of possession.

“**Person**” means any individual, Company, corporation, partnership, government or governmental authority or agency or any other legal entity.

“**Preferential Location**” means Unit(s) facing or abutting green areas/wide corridor/road/front facing/atrium or on a particular floor and any other location as maybe specified/designated as Preferential Location by the Company.

B. PAYMENTS

1. Timely payments as indicated in the Payment Plan is the essence of the allotment. Provided that
 - a. If any instalment/payment as per the schedules/annexures is not paid when it becomes due, the Company will charge interest @ 18%per annum compounded quarterly on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation/notice to the Allottee and the Allottee shall have no lien on the said Unit(s),in such a case, the earnest money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, without prejudice to Company’s rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% per annum compounded quarterly on the delayed payments along with restoration charges as per the Company policy and restore the allotment if the Unit(s) cancelled is still available with the Company or the Company at the option of Allottee may allot similar Unit(s),subject to availability in lieu thereof.
 - b. In default case, if part payment is received from Allottee, such payment will be first adjusted against the interest on delayed payments till date and then against the earliest payment due. If after such adjustment there still remain some defaults of more than 3months, it will be a fit case for cancellation of allotment in terms of the clause (a.) mentioned hereinabove.
 - c. The refund, after deduction of Earnest Money and adjustments of interest on delayed payments, if any, shall be made out of the sale proceeds from the re-allotment of the Unit(s). If,for any reason, the re-allotment or the sums to be received out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay by the Allottee.
 - d. The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company shall not be liable to inform the Allottee in case of dishonour of his/her/their cheque. The Allottee shall be responsible for the default caused due to dishonour of cheque. For each instance of dishonour of cheque/demand draft, for whatsoever reason, the Company shall charge Rs. 1,000/- (Rupees one thousand only) towards administrative expense /dishonour charges and the Allottee hereby agrees to pay for each such dishonour of cheque/demand draft.
2. The sale of Unit(s) are subject to applicability of Preferential Location and Preferential Location Charges as follows:
 - a. For Unit(s) at Preferential Location, Preferential Location Charges (hereinafter referred to as “PLC”), as applicable, shall also be payable by the Allottee.
 - b. If due to any change in the lay-out plan, the Unit(s) ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last instalment as stipulated herein in the payment plan. If due to any change in the layout plan,

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For Buyer/Buyers

the Unit(s) becomes located at Preferential Location, then the Allottee shall be liable and agrees to pay to the Company the Preferential Location Charges as applicable.

3. That the booking/allotment, once made, cannot be cancelled by the Allottee. However, the discretion absolutely rests with the Company to allow cancellation, subject to forfeiture of the necessary deductions mentioned in this agreement.
4. That the Allottee hereby agrees/admits to pay all the payments mentioned in the payment schedule on time/phase as stipulated in the annexed payment schedule. The Allottee also undertakes to pay the electrical connection charges, costs and expenses along with load sanctioning charges, transformer /sub-station charges, power backup installation cost & expense and operational cost & expense etc. to the Company as and when demanded by the Company. The Allottee shall pay the free hold charges as mentioned in the payment schedule or at anytime when the Company demands the same from the Allottee.
5. That the Company shall have the first lien and charge on the said Unit(s) in the event of the Allottee parting with any interest for all its outstanding due/and/or that may hereafter become due and payable by the Allottee to the Company under this agreement.
6. In case Allottee, at any time, requests for cancellation of the allotment of Unit(s), the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc. after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Unit(s) (as applicable then), upon its re-allotment to any person(s), is received. If, for any reason, the re-allotment or the sums to be received out of such re-allotment is delayed, the refund will accordingly be delayed without any claim towards interest for such delay by the Allottee.
7. In-case the Allottee wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Unit(s), the Company shall facilitate the process subject to the following:
 - a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only including repayment of loan and interest thereon.
 - b. The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Allottee, failing which, the Allottee shall be governed by time provisions contained in Clause 1as above.
 - c. In case of default in repayment of dues of the financial institution/agency by Allottee the Company on receipt of intimation to the effect by the financing agency and without any reference to the Allottee shall proceed to cancel the allotment of the Unit(s) and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency. Upon such cancellation, the Allottee shall not be left with any right, interest, lien on the Unit(s) allotted to him/her/them. The refund to the employer/ financing institution/agency and the Allottee (after deductions/adjustments amounts as aforesaid) shall be governed by the provisions provided in Clause 1above.
 - d. The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee request subject to up-to-date payments of all dues.

C. COMPLETION OF DEVELOPMENT WORKS IN THE PROJECT

1. That completion of the Unit(s) shall be subject to force majeure and subject to timely receipt of the entire cost & other payments as per the terms of allotment. However, if the Allottee opts to pay in advance of schedule, he may do so but the completion/possession schedule shall remain unaffected.
2. In case a particular Unit(s) is omitted due to change in the plan or the Company is unable to hand over the same to the Allottee for any reason beyond its control, the Company shall offer alternate Unit(s) approximately of the similar type and specification and in the event of non-acceptability by the Allottee or non-availability of alternate Unit(s), the Company shall refund only the actual amount received from the Allottee till then (subject to the deduction of all the dues/charges of the Company) and shall not be liable to pay any damages/compensation or interest to the Allottee, whatsoever. The Allottee irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it by not providing the alternate Unit(s).

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For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

3. In case any preferentially located Unit(s) ceases to be so located, the Company shall be liable to refund extra charges paid by Allottee for such preferential location without any damages or compensation. In case the Unit(s) becomes preferentially located, subsequently to its allotment the Allottee shall be liable to pay the preferential location charges, as applicable.
4. The area of the Unit(s) is tentative and subject to change due to revision of the layout plan or architectural reason which may result in change (decrease/increase) in the area of the Unit(s), change in dimension, size, location, number, boundaries etc. Any change in size, location, number, boundaries etc. shall be confirmed by the Company prior to issuance of final demand notice/offer of possession.
5. In case of variation in actual area vis-à-vis booked area, the Company will ensure necessary adjustments in the basic price, pro rata. If the final area of the Unit(s) varies up to 10% then the Allottee shall be liable to pay difference in price/entitled for refund at the rate prevailing at the time of allotment of Unit(s) and in case final area varies beyond 10% then the current rate shall be applicable on such extended area. On reduction in the area of the Unit(s) as aforesaid excess amount received shall be refundable without interest and without any rebates. No cost adjustment shall be made on change in dimension of the Unit(s) i.e. length and width without any change in its area.
6. The Allottee, in case area varies beyond 10%, agrees to deliver to the Company written consent or objections to the variation within thirty (30) days from the date of intimation by the Company. In case the Allottee does not send his/her/their written consent, the Allottee shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee objects in writing indicating his/her/their non-consent/objections to such variation then in such case alone the Company may at its sole discretion decide to cancel the Allotment without further notice and refund the entire money received from the Allottee without interest subject to the deduction of the Earnest Money. Upon the decision of the Company to cancel the Unit(s), the Company shall be discharged from all its obligations and liabilities under the Allotment Certificate & Agreement and the Allottee shall have no right, interest or claim of any nature whatsoever on the Unit(s). The terms of refund as mentioned in Clause B under headings "PAYMENTS" will apply after forfeiture of Earnest Money.
7. The Building & Project is under development and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and/or relocate/realign service and utility connections and lines, as the Company may deem fit in its sole discretion in the overall interest and benefit of the Building & Project or if the same is required by the concerned authorities.
8. Internal development in the Unit(s):
 - (a) The Allottee shall carry out internal development in his/her/their Unit(s) in accordance with the plans and specifications approved by the appropriate authority and the Company. The Allottee shall comply with all laws, rules, regulations and building byelaws applicable to the internal development on the Unit(s) and comply with the time frame, if any, stipulated by the concerned authorities/Company for completing the construction/development thereon. The Allottee shall apply and obtain the approvals at its own cost and expenses.
 - (b) The Allottee shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules with regard to his/her/their Unit(s) and shall keep the Company harmless and indemnified from the consequences of non-compliance.
 - (c) The Allottee shall carry out internal development in his/her/their Unit(s) subject to:
 - (i) he/she/it shall not cause nuisance or annoyance to the other occupants of the Building & Project and/or
 - (ii) he/she/it shall not raise any construction & structure of permanent in nature without the written prior approval of the Company and such structure if allowed by the Company to be raised shall not cause threat to the strength of the structure of the Building and shall be limited within the periphery of the Unit(s).
 - (iii) he/she/it shall not obstruct or block the Common Areas of the Building & Project.
 - (iv) he/she/it shall not stock construction material on the passages, pathways, corridors etc. or areas adjoining the Unit(s).
 - (v) he/she/it shall not dump the construction material/debris in the common areas of the Building & Project.

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

In case of non-compliance of the aforesaid stipulations by the Allottee, he/she/it shall be liable to rectify the same to the satisfaction of the Company, failing which the Company may recover the expenditure incurred in such rectification from the Allottee. The Allottee shall also be liable for all consequences, claims, penalty, actions etc. arising from and keep the Company harmless and indemnified in this regard.

9. The Allottee agrees to carry out internal development of the Unit(s) at its own cost and expenses. The other costs indicated in the payment schedule shall include, but not limited to, the Electrification of the Building & Project, Internal Development of the Building & Project (excluding the Unit(s)), External Development, proportionate cost of the Sub-Station/Transformer/main electrical panel/ cables up to the distribution box, Air-conditioning of common areas, power backup, fire-fighting equipment, potable water, rain water harvesting etc. shall be paid extra by the Allottee, when demanded
10. By the Company. The Company may or may not provide bifurcation of such charges and the Allottee at no point of time shall demand such bifurcation.
11. The Allottee or any person claiming through them shall not be entitled to sub-divide the Unit(s) without the prior written consent of the Company. In case of joint Allottee, each Allottee share in the Unit(s) shall always remain undivided, unidentified and impartible.
12. That the Company shall endeavour to offer possession of the allotted Unit(s) to the Allottee within a period of 36 months, subject to Force Majeure circumstances, from the date of starting of the construction of the 'Building & Project' or from the date of execution of this agreement, whichever is later. The grace period of 6 months will be available with the Company for the delay in construction, if any, and as such the Company will hand over the possession within 42 months including grace period from the date of start of the construction or from the date of execution of this agreement, whichever is later and if the Company fails to deliver the possession even after a period of 42 months, subject to Force Majeure circumstances, then the Allottee shall be entitled to get the compensation @ Rs.5/- per sq. ft. per month on the super area of the Unit(s) till the date of offer of possession by the Company. The Allottee understands and agrees that subject to the terms and conditions of the Allotment Certificate and Agreement, in case of any delay (except for Force Majeure clause) by the company in offering possession of the said Unit(s), the Company shall pay compensation @ Rs. 5 (Rupees Five only) per sq. ft. of the super area of the said Unit(s) per month or any part thereof only to the first named Allottee and not to anyone else till the date of FDN, provided the Allottee is not in default/breach of the terms and conditions set out in the Allotment Certificate and Agreement. The Allottee agrees and confirms that the compensation herein is mutually negotiated and agreed and is a just and equitable estimate of the compensatory damages which the Allottee may suffer and the Allottee agrees that it shall have no other right, claim whatsoever. The adjustment of such compensation shall be done only at the time of execution of sale deed of the said Unit(s), to the Allottee first named.
13. That the Allottee agrees that the sale of the unit is subject to force majeure clause which *inter alia* include delay on account of non-availability of steel, cement or any other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body(ies), or if non-delivery of possession is as a result of any notice, order, rules or notification of Government and/or any other public or Competent Authority or for any other reason beyond the control of the Company and any of the aforesaid event, the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said Unit(s) on account of force majeure circumstance and in such eventuality the buyer will not claim any amount of money by way of damages/compensation from the Company even after a lapse of the period of 42 months.
14. The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project and Building/Unit(s) or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority(ies) become subject matter of any suit/writ/case before a competent court or due to force major conditions, the Company, after allotment, is unable to deliver the Unit(s), the Company shall only be liable to refund the amounts received from the Allottee without any interest and/or compensation, whatsoever.

D. POSSESSION OF UNIT(S)

1. The possession of the Unit(s) will be given after execution of Transfer Sale Deed, subject to (a) force majeure conditions, (b) completion of Building & Project and (c) payment of all the amounts due and payable by the Allottee up to the date of such possession including maintenance charges, IFMS, CAM & other charges etc. to the Company.

Signature
For Mahesh Infracon Pvt. Ltd.

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For Buyer/Buyers

2. The Allottee has/have to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee has/have to take possession of the Unit(s) within 60days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Company failing which the Unit(s) will lie at the risk & cost of the Allottee. In other words, possession of the Unit(s) shall become due on the date of expiry of the said 60days Period (herein "Possession Due Date"). The Allottee understands & agrees that the Maintenance charges (defined hereinafter) and other charges etc., as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee takes over possession of the Unit(s).
3. The Allottee understands & agrees that in the event of his/her failure to take over the possession of the Unit(s) beyond 60 days from the Possession Due Date, then the Allottee shall be liable to pay Holding charges, Maintenance Charges, other charges etc. for the period of delay in taking over actual physical possession of the Unit(s).
4. In case Allottee fails to take possession of the Unit(s) after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs.50/-per sq.ft. per month of the super built area of the Unit(s) till the date of actual/deemed possession of the Unit(s). It is made clear and the Allottee agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Allotment Letter and shall be payable till such time the Unit(s) is actually put to use by the Allottee or given on lease. Where Allottee omit, fails, refuses and/or neglect to take possession of the said Unit(s) from the Company for any reasons whatsoever, the Unit(s) shall be held by the Company at the sole risk and cost of the Allottee. Further the Allottee agrees that in the event of the Allottee's failure to take possession of the said Unit(s) within the time stipulated in FDN, he/she/they shall have no right or any claim in respect of getting any work done inside the Unit(s) which he/she may allege not to have been carried out or completed in respect of any design specifications, building materials, use or any other reason whatsoever and that he/she/they shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/said Project/Building. The Allottee agrees and hereby authorizes the Company to withhold conveyance or handing over the said Unit(s) for occupation and use till the entire holding penalty with applicable overdue interest at the rates as prescribed in this Allotment Letter is fully paid up to the Company.
5. Upon the Allottee taking possession or receiving deemed possession of the Unit(s), the Allottee shall not raise any dispute and/or make any claim in respect of the Unit(s) against the Company and he/she/they shall be entitled to the use and occupy the Unit(s) only with the prior written permission of the Company subject to the terms and conditions, stipulations contained in this allotment agreement.
6. That the Company shall have the sole discretion to allow a particular nature of business to be operated from the allotted Unit(s).

ADDITIONAL COVENANTS FOR ALLOTTEE(S) OF UNIT(S) IN THE MALL:

7. That the Allottee Unit(s)/shops/offices/services in the Mall know, understand and agree that the success of the running of a Mall lies in the opening and running of all the Unit(s)/shops/offices/services in the Mall and therefore it becomes necessary that almost all Unit(s)/shops/office must become operational at the date of opening of the Mall for public. Therefore the Allottee admit, agree and undertake that the Company or its nominated/appointed agency/company shall have the first right to lease/rent out the Unit(s) to any person/firm/company and enter upon lease/rent agreement with that person/firm/company during the development/construction of the Project and Building/Unit(s) prior or after the issuance of FDN or after the possession has been taken by the Allottee or also even after the execution of registered sale deed in favour of the Allottee and the Allottee admit and agree that he/she/they shall not object/create hindrance, in any manner whatsoever, to the Company as to the kind of person/firm/company to which the Unit(s) has been leased/rented nor to the amount/quantum of rent/profits received by the Allottee under such lease/rent agreement nor to the term and tenure of such lease/rent agreement and the Allottee further admit and agree that he/she/they shall unconditionally sign any/all such lease/rent agreement(s). This dominant right of the Company/nominated agency shall continue in perpetuity and shall also be applicable to all the subsequent transfers and transferees/nominees of the Allottee in the interest of the Mall and Allottee(s). However, if the Allottee himself/herself/themselves wishes to open and run any store/shop/showroom etc. in his/her/their Unit(s) then he may do so with the prior written consent of the Company, subject to the following conditions:
 - a. If the Unit(s) of the Allottee is forming/becoming part of a larger area/unit which the Company intends to lease/rent to one single person/firm/company then the right of Allottee to open and run any store/shop/showroom etc. on his/her/their own in his/her/their Unit(s) shall extinguish and the Allottee unconditionally agrees and admits to allow the Company to lease/Rent his/her/their Unit(s) to such person/firm/company.

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- b. If the Company is unable find a suitable tenant/occupant on lease/rent for a period of twelve months from the date of actual/deemed possession then the Allottee may to open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s) by first informing the Company in writing about the type/kind/nature/brand/manner of the intended store/shop/showroom etc. and thereafter only after the prior written consent of the Company the Allottee may open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s).
8. The Company shall have the exclusive leasing rights of the Unit(s)/MALL and the Allottee shall at no point of time shall raise an issue or claim on this right whatsoever. That the Allottee shall never give the Unit(s) on lease/license/rent to any third party and can neither operate/start any business in/from the Unit(s) himself/herself/themselves without the written consent of the Company as it is necessary for maintaining the standards of Unit(s)/Mall. The Company will facilitate the Allottee to execute the lease deed/rent agreement etc. with the third party/ies and for which the Company shall charge administrative charges at the rate of 0.5% (Zero decimal five percent) from the Allottee from the monthly rent of the said Unit(s) received by the Allottee. Apart from the above the Allottee shall also be liable to pay any amount of charge/commission etc. paid to any broker/agent/agencies etc. for obtaining the suitable Lessee/tenant/licensee etc. for the Unit(s) of the Allottee as decided by the Company.
9. In case the Company is unable find a suitable tenant/occupant on lease/rent for a period of twelve months from the date of actual/deemed possession then the Allottee may to open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s) by first informing the Company in writing about the type/kind/nature/brand/manner of the intended store/shop/showroom etc. and thereafter only after the prior written consent of the Company the Allottee may open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s). Provided that the Allottee shall be bound to start business in the Unit(s) within two months (60 days) from the expiry of the aforementioned twelve months period, failing which the Company will be entitled to allot the same to another intending buyer and sale price of the Unit(s) received by the Company shall be refunded to the buyer without any interest. Alternatively, it shall be at the sole discretion of the Company to extend the period of commencement of business from the shop/office/Unit(s), but in that event, the buyer shall be liable to pay holding charges of Rs.50/- (Rupees Fifty only) per sq.ft. Per month for the super area of the Unit(s) to the Company for such extended period extending beyond 60 days as mentioned herein this clause.
10. The Allottee agrees and undertakes to sign the standard format of Possession document(s); Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions contained therein. The Allottee shall pay charges towards Interest Free Maintenance Security (IFMS)/Common Area Maintenance Charges (hereinafter referred to as "CAM") and other charges etc. as stipulated in the payment schedule.
11. The possession date of the Unit(s) as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance instalment shall be come due and payable immediately.
12. The Allottee shall pay in respect of his/her/their Unit(s) all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer, cooking gas etc. including IFMS and CAM for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then the company shall have the authority to recover the same on pro rata basis from the Allottee.
13. If the Company provides infrastructures for Broad Band, telephone, cable TV etc. the Company is entitled to recover the cost on pro rata basis from the Allottee.
14. The Allottee or its nominees/ agents/ employees etc. shall not be allowed to stay back in the Unit(s)/Mall beyond the Mall timings except with the prior written permission of the Company. The Allottee alone shall be solely responsible for the acts/misconducts of its nominees/ agents/ employees etc. at all times and the Allottee shall keep the Company indemnified for any liability, civil or criminal, that may arise due to the acts/misconducts of the Allottee and/or its nominees/ agents/ employees etc. The Allottee or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
15. The Allottee understands, admits and agrees that in-order to run the Mall successfully it is necessary that the Mall is one hundred percent occupied and therefore it may become necessary for the Company to open/invest in showrooms at franchise model or under any other business model and the Unit of the Allottee may be required to be used in part or in full for such franchise/business model. In such an event the Allottee shall be paid rent per month calculated on an average rental value of

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the same floor on the carpet area actually put into occupation by such franchise/business model or used by the Company and the Allottee shall not dispute the same nor raise any claims whatsoever.

16. The Company shall be the sole owner of the corridors and common passages and the walls facing the corridors, atrium, exterior walls of the Project & Building, boundary walls, Lifts, escalators, open areas, terraces, green areas, club, stair case, roof, pathways, walls of the parking, gates, toilets etc. and the right to put any kiosk/platform/cubical/shop/board/billboard/advertisement material etc. with or without payment shall exclusively vest with the Company and the Allottee shall never object to such kiosk/platform/cubical/shop/board/billboard/ advertisement material etc. placed by the Company or ever raise any claim of any nature whatsoever against the Company for such kiosk/platform/cubical/ shop/board/billboard/advertisement material etc. or incomes arising out of such kiosks/platforms/cubicals/shops/boards/billboards/advertisement material etc. The Company shall not provide separate lifts for the Heights. The lifts designated to be used by the Allottee(s), occupiers, staff, maintenance personnel and by the visitors of the Heights shall also be used in common by the Allottee(s), occupiers, staff, maintenance personnel and by the visitors of the Mall. The Company shall determine the number of lift(s) and which one that can be used in common by the occupiers of the Heights and these lifts shall also be used by the Allottee(s), occupiers, staff, maintenance personnel and by the visitors of the Mall to which the Allottee(s) and occupiers of the Heights shall not object nor raise any claim whatsoever. The use of lifts shall be strictly on first come first serve basis and the Allottee(s) and the occupiers shall never claim any kind of dominant right to use the lifts over the visitors or other users for any reason whatsoever.

E. MAINTENANCE

1. Interest-Free Maintenance Security (IFMS)/Common Area Maintenance Charges (CAM) towards the maintenance and upkeep of the Unit(s)/Mall/Project/Building/Service Apartments shall become payable by the Allottee to the Company as per the payment schedule. The amount to be deposited as IFMS and CAM will be intimated to the Allottee by the Company. The IFMS and CAM shall become payable within 15 days from the date of offer of possession by the Company, whether or not the Allottee takes possession of his/her Unit(s). In case of delay in payment of IFMS/CAM within this period, interest @18%p.a. compounded quarterly shall be charged for the period of delay.
2. The Allottee, upon completion of Basic Infrastructure Work on offer of possession of the Unit(s), whichever is earlier, agrees to enter into a maintenance agreement with the Company or any association / body of Unit(s) owners or any other nominee/agency/association(s) or other body as may be appointed/nominated by the Company (hereinafter referred to as "the **Maintenance Agency**") from time to time for the maintenance and upkeep of the Mall. However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the maintenance charges and other related charges.
3. That the Allottee of the Unit(s) in the Mall shall pay the common area maintenance charges (CAM) at the rate of Rs.30/- (Rupees thirty only) per sq. feet per month calculated on the super area of the Unit(s) to the Company, in advance, for the first year (12 months) from the date of offer of possession and thereafter the Allottee shall pay the maintenance charges per month as demanded by the Company/Maintenance Agency.
4. That the Allottee of the Unit(s) in the Heights shall pay the common area maintenance charges (CAM) at the rate of Rs.5/- (Rupees five only) per sq. feet per month calculated on the super area of the Unit(s) to the Company, in advance, for the first year (12 months) from the date of offer of possession and thereafter the Allottee shall pay the maintenance charges per month as demanded by the Company/Maintenance Agency.
5. The Allottee, commencing from the date notified by the Company for taking over possession of the Unit(s), as aforesaid, agrees to pay to the Company or its maintenance agency, maintenance charges to be determined at the said time on the basis of size of the Unit(s). It is agreed that the maintenance charges may be enhanced, from time to time, as may be determined by the Company or the Maintenance Agency. Incidence of Service Tax or any other tax/cess/levy on maintenance charges and bought out services shall be on the Allottee.
6. The Allottee is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/Maintenance Agency, irrespective of the fact whether the Allottee is in occupation of the Unit(s) or not, within a period of seven days of demand. In case of delay in monthly/quarterly/yearly maintenance charges within this period, interest @ 18%p.a. compounded quarterly shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to bill maintenance charges in advance for a period extending up to 12 months.

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7. In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee is hereby permitting the Company/Maintenance Agency to deny him/her maintenance services and the Company/Maintenance Agency will be entitled to effect disconnection of services to defaulting Allottee that may include disconnection of electricity/water/sewer/gas/air-conditioning, and debarment from usage of any or all common facilities within the Project & Building.
8. The Company/Maintenance Agency shall maintain the Common areas and common facilities in the Project & Building. The Company is not bound to maintain the Project & Building beyond a period of twelve months from the date of offer of possession as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee understands that the IFMS and CAM lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc. in this regard. However, the Company may manage the maintenance & upkeep of the Project & Building even after the said period of twelve months and in such an event, the Company shall retain IFMS and CAM and levy Maintenance Charges till such time the maintenance is not handed over to the maintenance agency.
9. The Allottee will neither himself nor permit anything to be done which damages Common Areas/facilities, adjoining Unit(s) areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee along with liquidated damages equivalent to such amount incurred.
10. In case IFMS and CAM is insufficient to meet such expenditure or losses then the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event Allottee shall make further payment to maintain required balance of IFMS and CAM as applicable. The Allottee shall always keep the Company indemnified in this regard.
11. The Allottee or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.

F. TERMS OF LUCKNOW DEVELOPMENT AUTHORITY (LDA)/OTHER COMPETENT AUTHORITY(IES)

1. The Allottee or its nominees/ agents/ employees etc. shall at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, service tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Unit(s) by virtue of any notification or amendment in the existing laws {including any levy of any additional charges payable to the LDA/other Competent Authority(ies), any other taxation etc.} and/or any increase therein effected, on pro-rata basis. The Allottee agrees and understands that if such pro-rata demand is raised as above said on the Allottee, the same shall be payable by the Allottee directly to the concerned government agency/Competent Authority(ies) or department concerned or to the Company as the case maybe.
2. The Company within the agreed consideration shall carry out internal development of the Project & Building forming part of approved layout where the Unit(s) situates. These internal developments/services to become functional and effective are required to be connected/joined with the external services like public roads, water line network, trunk sewer, electric substation etc. to be developed and provided by concerned government departments. In case these external services to be provided/developed by concerned government departments/agency are delayed, the Allottee shall not hold the Company responsible for delay/non-functioning of internal services provided by Company and in no way shall be entitled to initiate any action/claim against the Company in this regard.
3. The Allottee understands that the internal development of the Unit(s) shall be carried out by the Allottee in accordance with the approved building plans and specifications as may be approved by LDA or any other competent authority.
4. The Allottee understands that time frame if any, stipulated by LDA or any other competent authority for getting the construction inside the Unit(s) will have to be complied with.
5. If at any point of time it is discovered that the land on which the Project & Building has been built/developed is a part of Gram Sabha/Gram Panchayat either in full or in fraction in the future then the Allottee shall pay the charges for conversion of such land to free hold right and the expenses involved in converting the lease hold land of Gram Sabha/ Gram Panchayat to free

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hold category shall be paid to appropriate Government by the Allottee through the Company and the same shall be charged proportionally from the Allottee as and when demanded.

6. That the Company shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority or any other authorities in future on account of decisions of any courts/Tribunals/Forum/Authority and the same shall be recoverable from the Allottee. This amount shall also include the cost of litigation incurred by the Company and/or Lucknow Development Authority. That if any major infrastructure charges such as embankment, ring road, flyover, metro etc. is provided by the Lucknow Development Authority, State Electricity Board or any other authority(ies) or local body(ies) or the State Government during the project period or at any time in future, consequent to which the proposed township will be directly benefitted, the Allottee shall pay proportionate charges of such infrastructure on pro-rata basis to the Company, as and when demanded by the Company.

G. SALE/CONVEYANCE/TRANSFER DEED

1. The execution of Sale/Conveyance Deed in respect of the Unit(s) shall be subject to up to date payment of all the amounts due and payable by the Allottee including Maintenance Charges, IFMS and CAM, stamp duty and other charges etc. to the Company. The Allottee undertakes to get executed and get registered the Sale/Conveyance Deed of the Unit(s) within 60 days from the date of intimation by the Company in writing, failing which, the Company shall be entitled to cancel the allotment and forfeit the Earnest Money, adjust the interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee without any interest upon realization of money from re-allotment/re-sale of the Unit(s).
2. All costs, expenses, stamp duty, registration fee, at the prevailing rate and incidental expenses toward execution and registration of Sale Deed, including documentation will be borne by the Allottee only. If the Company incurs any expenditure towards the registration of the Unit(s), the same will be reimbursed by the Allottee.
3. The Allottee, prior to execution of sale deed, shall not be allowed to transfer his/her/their right and interest in allotment without prior written consent of the Company. However the Company at its sole discretion, unless restrained by any lawful order to do so and subject to no subsisting breach of any of the term of allotment or payment of up to date dues and charges payable as per allotment may permit such transfer, on payment of such charges and on such terms as may be stipulated. The Allottee shall exclusively be liable for legal, fiscal or other implications as may arise on allowing such transfer/assignment of interest in the Unit(s).
4. The Allottee, for any subsequent transfer of the Unit(s) by way of Sale or otherwise after execution and registration of Sale/Conveyance Deed in his/her/their favour, shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and on payment of such Administrative Charges as may be prescribed, can only do such execution and registration of Sale/Conveyance Deed.
5. In case of death of the Allottee, the Unit(s) would be transferred to the legal heirs of the Allottee on submission of the required documents, as prescribed under law, to the Company.

H. INDEMNIFICATION

The Allottee shall indemnify and keep the Company, its agents, employees, representatives, estate indemnified against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee and due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Unit(s). The Allottee agree to pay such losses on demand that the Company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

I. SEVERABILITY

The Allottee agrees that if any term(s) /provision(s) contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the Allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.

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J. FORCEMAJEURE

The Allottee agrees that the Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the Company and could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care and does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder; including but not limited to non-receipt of critical approvals pertaining to layout plans, environment clearance etc., non-availability of any building material and labour or enemy action or natural calamities or Act of God

or strike, lockout, or other labour disorder, act of foreign or domestic *de jure* or *de facto* Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the Company.

K. GENERAL TERMS AND CONDITIONS

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd. A.D. letter/speed post. All demand, notices, letters etc. posted at the address given in the Application Form/Allotment Certificate & Agreement shall be deemed to have been received by the Allottee for desired compliance(s). In case of application(s) with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any of the joint applicant which shall be deemed to have been made and communicated to the Co-Allottee.
2. The Allottee acknowledges that the Company shall have the right to raise loan from any bank/financial institution/body corporate by way of creating charge/mortgage of the Mall along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Unit(s) and (ii) the Unit(s) shall be free from all encumbrances at the time of execution of Sale/Conveyance Deed.
3. The Allottee shall make all payments through Demand Draft/cheque drawn in favour of "Mahesh Infracon Pvt. Ltd.," as the case may be, payable at Lucknow or as may be directed by the Company.
4. The Allottee of the Unit(s) in the Mall shall use or allow to be used the Unit(s) only for commercial/official purposes without causing nuisance to other Allottee in the Project & Building. The Heights of the Project & Building comprises of service apartments, office areas and commercial areas and the Allottee of the Unit(s) in the Heights shall use or allow to be used the Unit(s) only for purposes the respective Unit(s) is meant for without causing nuisance to other Allottee in the Project & Building.
5. Upon taking possession or Possession Due Date of the Unit(s), the Allottee shall have no claim against the Company in respect of area, location or for any other reason, whatsoever.
6. The Allottee shall not be entitled to subdivide the Unit(s) without prior written permission of the Company. In case of joint Allottee, each Allottee's share in the Unit(s) shall always remain undivided, unidentifiable and impartible and none of them shall be entitled to claim partition of its share therein without prior written permission of the Company.
7. All taxes, direct or indirect, (including VAT), assessment, charges etc. as may be levied by local body(ies) or any lawful authority upon the Mall/Unit(s) shall be paid and borne by Allottee from the date of such levy.
8. The Allottee acknowledges that he/she/they shall, on taking possession or Possession Due Date of the Unit(s), have no right to object to construction and development by Company in a reasonable manner, adjoining the Unit(s). So as to complete the construction and development in the Mall as per the approved layout/building plan.
9. The Company has made clear to the Allottee that the Mall will be developed and completed in phases and the Company shall be carrying out extensive development/construction activities for few more years in future in the Mall and shall also be connecting / linking the amenities / facilities viz. electricity, water, sanitary / drainage system etc. Of additional development/construction with the existing ones in the Mall. The Allottee has confirmed that he/she/they shall not make any objection or make any claim or withhold any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said. The Allottee also consents that if due to additional

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construction/development the open area etc. gets reduced then he/she/they shall not raise any objection/claim in this regard against the Company.

10. The Allottee agrees and understands that allotment of Unit(s) is on "as is where is" basis and specifically undertakes that he/she/they/it shall not make any objection on the level and height of the floor or thickness of the column which may be constructed inside the Unit(s) as per the plans and layouts.
11. The Allottee shall not have any right/title in any other commercial premises, theatres, shops, club, community centre etc, if any constructed in the Mall. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, theatre, buildings, shops, community centre, club etc. to any person(s) and also in their operation and management.
12. The Allottee shall have no right on any of the parking areas in the precincts of the Project & Building. The Allottee shall park his car only in the designated slot of parking for which the Allottee agrees to pay the facilitation charges as mentioned in the payment schedule. But in-case the Allottee has leased/rented his Unit(s) and has passed on the parking to the Lessee/tenant then the Allottee has waived his right to park in the designated slot also. For parking elsewhere than the designated slot the Allottee shall pay the parking charges as levied by the Company from time to time. The Company shall be the absolute owner of the parking in the Project & Building and the Allottee shall at no point of time raise objections or claims upon the parking of the Project & Building nor the rates of parking prescribed by the Company in the Project & Building. All revenue arising/accruing out of such parking charges shall be the absolute earning of the Company alone. It is also agreed by the Allottee that in-case if someone else parks his vehicle in the designated parking area of the Allottee then the Allottee shall not raise any claim whatsoever over the earning made by the Company on such parking.
13. The Company reserves the right to admission in the Project & Building of anything/object/person/material/animal/birds/livestock etc. and the Company can allow/disallow any aforementioned anything/object/person/material/animal/birds/livestock etc. from entry to the Project & Building and also instruct/order anything/person to leave the Project & Building. The Allottee shall not interfere or object to this right of the Company nor shall ever raise any claim in this regard or in relation to it, whatsoever.
14. The Allottee shall put the display board/name board only to the extent of the front facade portion of the Unit(s) and nowhere else in the Project & Building.
15. The Allottee shall not have roof rights and the Allottee shall not be permitted to use the roof as the roof rights shall exclusively vest with the Company.
16. The Company shall be the sole owner of the corridors and common passages and the walls facing the corridors, atrium, exterior walls of the Project & Building, boundary walls, Lifts, escalators, open areas, terraces, green areas, club, stair case, roof, pathways, walls of the parking, gates, toilets etc. and the right to put any kiosk/platform/cubical/shop/board/billboard/advertisement material etc. with or without payment shall exclusively vest with the Company and the Allottee shall never object to such kiosk/platform/cubical/shop/board/billboard/ advertisement material etc. placed by the Company or ever raise any claim of any nature whatsoever against the Company for such kiosk/platform/cubical/ shop/board/billboard/advertisement material etc. or incomes arising out of such kiosks/platforms/cubicals/shops/boards/billboards/advertisement material etc.
17. The Allottee acknowledges that in case of breach of any terms & conditions contained herein then besides & without prejudice to Company's rights available herein/under law, the Company shall have right to cancel the allotment of the Unit(s) and take over the possession of the Unit(s). As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company, Further, the Company shall, thereafter, be free to re-allot and/or deal with the Unit(s) in any manner whatsoever at its sole discretion.
18. The Allottee acknowledges that any alteration/changes made in this Allotment Certificate & Agreement by him/her/them shall render this Allotment Certificate & Agreement as "null and void" to that extent.
19. In case of Non-Resident Indian/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment(s), modification(s) made thereof and all other applicable laws as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer deed of immovable property in India shall be the responsibility of the Allottee. The Allottee

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Unit(s) in any way and the Company shall issue the payment receipts in favour of Allottee only.

20. In the case of any conflict between the terms contained herein and the specifications mentioned in Company's sale brochures/CD, walk through advertisement(s), other sale document(s) and application form etc. then the terms contained herein shall prevail and such sale brochures/CD, walk through advertisement(s), other sale document(s) etc. shall not form part of this agreement.
21. The Allottee will have to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.
22. All or any disputes arising out or touching upon or in relation to the terms hereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at Lucknow only shall have the jurisdiction in all matters arising out of/touching and/or concerning there to regardless of the place of execution which is deemed to be at Lucknow.
23. The Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project & Building viz. cable, intercom, gas supply, satellite/cable/internet/security/cleaning/electrical back-up/air-conditioning etc. The Allottee agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual Unit(s) level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Project & Building. Further, the Allottee agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
24. The Allottee may be offered membership of the club, if provided, in the Project & Building on stipulated terms and fee at a prescribed rate but shall not have any ownership right on the club or club area. The Allottee shall have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
25. As per the Hi-Tech Township Policy of the Government the land acquired or resumed by the Government for Hi-Tech Township will be on lease hold title basis. The Company has been provided with resumed and acquired lands under the Hi-Tech Township Policy of the Government. At the same time, the land has also been directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy. Thus both categories of lands have been procured in the Project & Building area. Accordingly, the Allottee shall pay the freehold charges as and when demanded by the Company.
26. It is further understood and agreed by the Allottee that the area of the said Unit(s) given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/ increase) in the area of the said Unit(s), change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project & Building. In case of increase in the allotted area of the said Unit(s), the Allottee shall pay for the increase in area of the said Unit(s) as aforementioned in this Agreement. In case of decrease of the allotted area of the said Unit(s), the amount received in excess over and above the total cost of the said Unit(s) based on the changed area, shall be refunded/adjusted (as the case may be) by the Company without any interest on it.
27. The name of the Project & Building at present has been kept as "Crescent Mall & Heights" but the name of the said Project & Building may be required to change/modify at any time hereafter due to any reason such as copyright, trademark, order of the court/authority etc. or due to any reason whatsoever then the right to rename the "Crescent Mall & Heights" shall solely and absolutely vest in the Company and the Company shall change the name of the "Crescent Mall & Heights" without any prior information to the Allottee and the Allottee shall never ever raise any objection whatsoever nor shall raise any claim whatsoever for any type/nature of loss, direct or indirect or of any form whatsoever. The Allottee shall also not suggest new names to the Company and new name of the Project & Building shall be kept/given solely by the Company and if the Project & Building is renamed by the Company then new name of the Project & Building shall be final and binding upon the Allottee.
28. It is hereby declared and made clear by the Company and the Allottee understands, agrees and admits that there is no club nor swimming pool in the said Project & Building and any previous advertisement, material, poster, billboard, handbill, document, proposal, sketch, drawing etc. which may have inscribed, described, depicted or stated the existence of a club or

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

swimming pool in the said Project & Building shall not form part and parcel of this agreement and in no case any claim in this relation can be raised by the Allottee based on such documents/proposals either mentioned in writing or orally whatsoever. Further it is stated that in case at any time later if it becomes possible for the Company to build/construct a club and/or a swimming pool in the Project or its precincts then the Company may demand joining and/or maintenance charges for becoming the member of such club and/or a swimming pool to which the Allottee agrees and admits.

29. The Allottee understands, agrees and admits that the service apartment shall not be rented by the Company and the company holds no guarantee to rent out the same. The Allottee, after having performed fully on his part under this agreement and after getting the registered sale deed executed and after obtaining official possession from the Company, shall be free to occupy his service apartment and use as permissible under law and shall not cause any hindrance and nuisance to co-occupants of the Project & Building and shall not cause scenes of nudity and obscenity and shall occupy and use his service apartment as a prudent person and a responsible gentlemen. The Allottee shall not be allowed to make any changes/modifications on the external facade of the building nor shall be allowed to hang clothes and other articles on the terrace which may render the facade an unclean/bad/flimsy/dirty look to the Project. The Allottee further understands, agrees and admits that the Company shall not provide any kind of service to the occupants and Allottee(s) of service apartments whatsoever and no Allottee(s) shall demand of any such service nor shall raise any claim against the company whatsoever.
30. The Allottee(s) understands, agrees and admits that due to architectural and design changes it became incumbent to relocate the location of all the units in the Project and to change/alter/modify the size of all the Unit(s) in the Project and therefore the location and size of all the unit(s) in the Project have been changed. The said changes/alteration/modifications and relocation was done after the consent of all the Unit(s) holder(s) in the said project. Also, the Allottee(s) have been well informed and in well advance and they have understood the need of such relocation and change/alteration/modification in size of the Unit(s) and have admitted and accepted such relocation and change/alteration/modification in size of the Unit(s) of their units booked in the said Project. The Allottee(s) has/have physically seen the drawings of the new plans/layouts/maps and having been fully satisfied by the said changes/alterations/modifications the Allottee(s) have unconditionally accepted/admitted/approved/consented to the new location and the new size of their unit(s) in the said Project & Mall and have further unconditionally accepted/admitted/approved/consented to any future changes, if any. Any layout/plan/map indicating the size(s) of unit(s)/floor/location are subject to change/alteration/modification without any prior information/intimation/notice and the Allottee(s) admits/agrees to any such subsequent change/alteration/modification. The tentative layouts/plans/maps are not made to scale and are for reference purposes only and shall not form part and parcel of this agreement. The final layouts/plans/maps shall be issued at the time of execution of registered sale deed.
31. It is hereby declared and made clear by the Company and the Allottee understands, agrees and admits that the Unit(s) and more particularly the service apartment is/are not furnished by the Company. Also the Unit(s) and the Service Apartment(s) are neither air-conditioned nor the common areas in the Heights is air-conditioned. Any previous advertisement, material, poster, billboard, handbill, document, proposal, sketch, drawing etc. which may have inscribed, described, depicted or stated the furnishings or air-conditioning in the said Project & Building shall not form part and parcel of this agreement and in no case any claim in this relation can be raised by the Allottee based on such documents/proposals either mentioned in writing or orally whatsoever.
32. The land use on which the said Project & Building is being made/developed/constructed is commercial but the service apartments may be used for residential purpose or any other purpose with the prior written permission of the Company. The Allottee(s) understand, agree and admit that due to government norms and regulations the stamp duty for execution of registered sale deeds on the unit(s) shall be at the rates applicable on commercial immovable property transfers as determined by the District Magistrate's circle rates, however, the rate of stamp duty in-case of service apartments may be as that of residential immovable property transfers as determined by the District Magistrate's circle rates but in-case due to government norms and regulations if the stamp duty for execution of registered sale deeds on the service apartments is also demanded at commercial immovable property transfer rates then the Allottee(s) understand, agree and admit that they shall pay the cost of stamp duty applicable on commercial buildings and the Allottee(s) shall not raise any objection and claim whatsoever.
33. The Unit(s) purchased in the Project & Building is the part of Hi-Tech Township projects as approved by the Government of Uttar Pradesh and is being allotted by Principal Company with the belief that all the rules and policies as laid down by the Government have been complied with Principal Company. In case however, at subsequent stage if the status of the project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of the Unit(s) then the Company shall not be liable to pay for any damages to the Allottee; the entire onus of such a situation shall solely vest upon the Principal Company and in such a situation the Allottee(s) may raise claims against the Principal Company and shall keep the Company indemnified whatsoever. This covenant is in pursuance of the MOU made by the Company with

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

the Principal Company and thus this agreement is been executed by the Company in favour of the Allottee(s) as in continuation of such MOU which the Allottee(s) understand, agree and admit.

34. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India.

L. COPIES OF THE AGREEMENT

Two sets of this agreement are being executed on a non-judicial stamp paper of Rs.100/- each and the Company shall retain one copy for reference and record and the Allottee shall retain another one.

M. JURISDICTION & LAWS OF INDIA

1. The Allottee agrees that all or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties, the Allottee agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee/advocate of the Company or is otherwise connected to the Company and the Allottee agrees that notwithstanding such relationship/connection, the Allottee shall have no doubts as to the independence or impartiality of the said sole Arbitrator.
2. The courts at Lucknow only shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

In the presence of:

For and on the Behalf of the Company

Witness No. 1

For Mahesh Infracon Pvt. Ltd.

Name.....

Authorised Signatory

Address.....

.....

Witness No. 2

For Allottee(s)/Buyers

Name.....

Address.....

.....

Sole/First Allottee

Joint Allottee no. 2

Joint Allottee no. 3

Specimen Copy

Signature

For Mahesh Infracon Pvt. Ltd.

Signature

For Buyer/Buyers

CONSTRUCTION LINKED PAYMENT PLAN

Specimen Copy

Note:

1. Service Tax as applicable shall be charged extra.
2. The instalment stages can be called for payment in any sequence depending upon construction stage.
3. All payments through cheques/Demand Drafts/RTGS/NEFT to be issued in favour of "Mahesh Infracon Pvt. Ltd." payable at Lucknow only.

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

DOWN PAYMENT PLAN

- | | |
|---|--------------------------------------|
| 1. At the time of Booking | 10% of the total value |
| 2. Within 1 month from the date of Booking | 85% of the total value |
| 3. On offer of Possession + All extra charges as applicable | 5% + All Extra charges as applicable |

Note:

1. Service Tax as applicable shall be charged extra.
2. All payments through cheques/Demand Drafts/RTGS/NEFT to be issued in favour of "Mahesh Infracon Pvt. Ltd." payable at Lucknow only.

Specimen Copy

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

ANNEXURE - A

The following Charges shall be charged at the time of offer of possession or at any other time as required by the Company and it is mandatory for the Allottee to pay within the stipulated time of such demand being raised:

- Electricity connection charges Rs. 20,000 per KVA
- Power backup charges also Rs. 20,000 per KVA
- External & Internal development Charges Rs. 65/- per sq.ft.
- Parking facilitation charges Rs. 2,00,000/- per car parking.
- Fire-fighting Equipment / Instruments charges Rs. 25/- per sq.ft.
- Maintenance charges for one year (12 months) @ Rs.30/- per sq.ft. per month in Mall.
- Maintenance charges for one year (12 months) @ Rs.5/- per sq. ft. per month in Heights.

Service Tax As Applicable Shall Be Charged Extra.

TRANSFER CHARGES:

The first transfer shall be free of charge. The charges for second transfer and/or all subsequent transfers shall be Rs. 50/- per sq. ft. calculated upon the super area of the Unit(s) plus service tax or any other tax as applicable. Transfer charges to be paid in the name of "Mahesh Infracon Pvt. Ltd." payable at Lucknow or as directed by the Company.

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

STANDARD SPECIFICATIONS FOR MALL

STRUCTURE: RCC frame and earth quake resistant.
Structural glazing from outside

COMMON AREA IN THE MALL:

Stair Case : Granite/Italian Marble/Tiles etc.
Corridors : Granite/Italian Marble Flooring/Tiles etc.

TOILET:

Italian marble/granite/Anti-skid tiles/Cermic Tiles etc.
Counter: Granite.
Fitting & Fixture: Brands Like Kohler/Jaguar/Roca/Cera/Oysters or Equivalent to be used.

LIFTS& ESCALATORS:

High Speed lifts from Schindler/Kone/Otis etc.
Escalators of similar/suitable brand.

LIFT LOBBY:

Italian Marble /Granite/Tiles/ wooden flooring.

SECURITY FOR COMMON AREA:

Multi-tier security system.
Provision for burglary alarm.
Access control with CCTV cameras.

AIR CONDITIONING:

Central air conditioning.

POWER BACK UP:

In the common areas (chargeable).
Provision for individual units (To be metered separately as prepaid).

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

STANDARD SPECIFICATIONS FOR HEIGHTS

STRUCTURE	RCC framed earthquake resistant structure
LIVING/DINNING	Floor: Vitrified Tiles/wooden flooring etc. Walls: Pleasing shades of OBD Ceiling: POP Cornices with OBD
BEDROOM	Walls: Pleasing shades of OBD Floor: Vitrified Tiles/wooden flooring etc. Ceiling: POP Cornices with OBD
BATHROOM	Walls: Glazed/Ceramic Tiles etc. Floor: Antiskid Ceramic Tiles etc. Counter: Granite etc. Fitting/Fixtures: Branded CP Fittings, EWC & Wash Basin, shower Bathroom: Hot & Cold water system provisional.
BALCONY	Floor: Antiskid Ceramic Tiles etc.
DOORS & WINDOWS	Entrance: Door Seasoned hardwood frame, Wood, flush door etc. Internal Door: Seasoned hardwood frame, Wood Flush Doors etc. Window: UPVC/Aluminium glazed window etc.
KITCHEN	Floor: Anti Skid Tiles etc. Walls: Ceramic Tiles up to 2 feet height above counter Ceiling: Plastered and painted with pleasing shades of O.B.D. Platform: Pre-polished and painted with pleasing shades of O.B.D. Platform: Pre-polished granite platform. Fitting & Fixtures: CP fittings, Stainless steel sink.
ELECTRICAL	Fan points and 6/15 A sockets, A/c points in bedrooms/living & Provision for TV, Provision for Telephone connection etc. Switches: Modular switches

Specimen Copy

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

ENDORSEMENT

1. I/We hereby assign all the rights and liabilities under this Agreement in favour of:

I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:

TRANSFEROR (S)

TRANSFeree (S)

Specimen Copy

The above transfer is hereby confirmed.

FOR MAHESH INFRACON PVT. LTD.

(AUTHORIZED SIGNATORY)

Date.....

Signature
For Mahesh Infracon Pvt. Ltd.

Signature
For Buyer/Buyers

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FOR MAHESH INFRACON PVT. LTD.

(AUTHORIZED SIGNATORY)

Date.....

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