To,

Reference to your application dated with Esquire Infraaheight (P) Ltd, we are pleased to allot you a unit in **Esquire Grand** at Jhansi as per details given here under, against allotment letter no. ESQ/105/16-17

Please quote this number in all future correspondence. Please take note of your payment schedule and maintain it strictly. This allotment is subject to Terms & Conditions given along with this Certificate duly agreed and accepted by you, which shall be binding on you. This allotment certificate is liable to cancellation if the payment schedule is not adhered to. This cancels all previous allotment certificate issued against this allotment. Terms & Conditions given in this certificate shall prevail over other terms given in brochures, advertisements, price list or any other sale documents.

Allotment No. Carpet Area : sqft

Unit No. : Preferential Location : N/A

Floor No : Parking Slot : Area :

Basic Cost :

Parking Cost :

Basic Cost :

PAYMENT PLAN

EARNEST MONEY (Booking Amount)
Paid vide Receipt No. dated Amount Rs. /= (RS.)

(A) INSTALLMENT PLAN
(i) 1st Instalment within 30 days of application
(ii) 2nd Instalment on completion of basement Slab
(iii) 3rd Instalment on completion of ground Slab
(iv) 4th Instalment on completion of 1st Floor Slab
(v) 5th Instalment on completion of 2nd Floor Slab

(vi) 6th Instament on completion of 3rd Floor Slab
(vii) 7th Instalment on completion of 4th Floor Slab
(viii) 8th Instalment on completion of 5th Floor Slab
(ix) 9th Instalment on completion of brick work,plumbing,finishing
(x) 10th At the time of possession

Signature of 1st Allotee Signature of the 2nd Allottee

(B) DOWN PAYMENT/ LUMP SUM PAYMENT

Schedule for balance payment Rs.. /-.

(i) A discount of Rs NIL shall be granted if balance payment of amount of Rs NIL is made by NIL

Miscellaneous charges, Lump sum Maintenance Security, Recurring maintenance charges, Sewer and Water connection charges. Malba & Water charges, Administrative Expenses shall be payable in 30 days before the last instalment due or within 60 days of demand over and above the basic & parking cost.

Possession will be given after 03 months after receiving entire payment as given in schedule (A) including other charges & only after the execution of sale deed.

1. .....

2. .....

3. .....

Signature of Allottee(s)

ALLOTMENT CONFIRMED :

MARKETING MANAGER MANAGER ACCOUNTS

DIRECTOR

TERMS & CONITIONS FOR ALLOTMENT

Signature of 1st Allotee Signature of the 2nd Allottee

This agreement is made on the day of May 2016 between Esquire Infraa height (P) Ltd, a Company incorporated under the Indian Companies Act, 1956, having its at Khasra No.649, Near Petrol Pump Rajgarh Jhansi Lalitpur Road, Jhansi, U.P. (hereinafter reffered to as Company which expression shall include its assigns and successors etc. Unless the subject and context requires otherwise) of the one part.

AND

1. Mr

2. *Mr./Mrs./Ms : .....
   S/o W/o D/o : .....

3.* Mr./Mrs./Ms : .....
   S/o W/o D/o : .....

* (to be filled in case of joint allottees)

(here in after referred as the allottee(s) which expression shall include his/her/their respective legal heirs, successors, executors, transfers and assignees) of the other part.

WHEREAS the Company is constructing and selling Apartment units/ Flats under self financing scheme in the project Esquire Grand on ownership basis & development agreement basis, built on Freehold land.

AND WHEREAS the requisite Allotment Certificate and Agreement is being executed now incorporating the details embodied in the application for, terms and conditions of which shall form part and parcel of this Agreement unless superseded, directly or indirectly, by anything contained in this Agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER :

(A) PAYMENTS

1. For Preferential located units, extra charges as applicable shall be payable

2. The Applicant / Allottee shall make regular and timely payment of instalment, which is the essence of this contract. It shall be incumbent on the Applicants *I* Allottees to comply with the terms of payment and other terms and conditions of sale, failing which the Applicants *I* Allottees shall have to pay interest @18% per annum on the delayed time in case of delayed payments and the developer reserves its right to forfeit upto 10% of the Basic Sale Price of the unit in the event of any irregular *I* delayed payments/non- fulfilment of terms of payment and the allotment may be cancelled at the discretion of the Developer and the balance payment, after deduction of the forfeited amount, shall be returned within 90 days of the

cancellation, in full and final settlement of the cancellation of Allotment .

3. In case any taxes *I* duties *I* charges are levied by any Government Authority and *I* or there is an enhancement of any taxes *I* duties *I* charges including any external development charges by any Government Authority towards external development cost or otherwise, the Applicant *I* Allottee shall make proportionate additional payment within 15 days of intimation and raising the demand in this regard by the Company.

4. In case the applicant at any time desires for cancellation of the allotment it may be agreed to, though, in such a case, 10% of the basic price of the unit constituting the earnest money, will be forfeited & the balance if any, refunded without any interest.
5. In case the allotee wants to avail of a loan facility from his employer or financial institutions to facilitate the purchase of the unit applied for, the company shall facilitate the process subject to the following :-
    - The terms of the financing agencies shall exclusively be binding upon the allottee only.
    - 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, the payment to the company, as per schedule, shall be ensured by the allotee, failing which, the allottee shall be governed by the provisions contained in clause 2 as above. In case of default in repayment of the dues of the financing agency by the allottee. The allottee authorizes the company to cancel the unit and repay the amount received till that date, after deduction of earnest money, directly to financing agency on receipt of such request from the financing agency without any reference to allottee.

B. CONSTRUCTION / COMPLETION OF UNITS/ APARTMENT/ FLATS

6. The specifications for the unit are shown in the specification sheet. Any additional/ better specification for individual unit requested for by the allotee well in time may be provided, at the sole discretion of the company & if technically feasible, which will be charged extra as demanded by the Company.
7. The specifications shown in the specification sheet are indicative only & the Company may on its own provide additional/better/alternative specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non availability of certain materials of acceptable quality & price due to popular demand or for the reasons of overall betterment of the complex/individual unit. The proposionate cost of such changes will be borne by the allottee.

Signature of 1st Allotee Signature of the 2nd Allottee

8. The completion of the unit will be done as per the completion date subject to receiving the entire price & other payments as per the terms of allotment. However, if the allotee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allotee insists for early completion of the unit the company will try to do the same. In such a case, the discount offered on advance payment proportionately be reduced but early completion of the unit shall in any case not be binding on the company.

9. The drawings/ layout shown in the sale documents are indicative and subject to changes by the architect/company or if desired by the J.D.A before or during the coarse of construction without any objection or claim from the allotee. Withen the agreed consideration cost the company shall complete all civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification(excluding bulbs, tubes, fans, geysers, etc.) the unit shall in particular, comprise specifications as mentioned in the specification sheet.

- Expenditure on the provisions of proposed common satellite TV system including cabeling, telephone system, intercom system, security system, piped gas system or any other common facility provided by the company shall be proportionately borne by the allottees.
- If common generator lines or any other power backup system is provided within the residential units, the same shall be charged extra at the rate intimated by the company. The running cost of the power backup systems to the units shall be proportionately borne by the allottee over and above the general maintenance charges.
- The cost of external electrification of the complex which included proportionate cost of sub station, deposits/ charges paid to authorities, cost of transformers, main electrical panel & cost of cables upto the distribution box will be paid by the allottes on proportionate basis.

C. MAINTAINANCE

10. **(a)** On completion of building/ allotted unit/ offer of possession, whichever is earlier, an interest free Maintenance Security (IFMS), towards security for promptly paying the maintenance bills and other charges, shall be payable by the allotee to the company.

b) The amount to be deposited as IFMS will be intimated to the allottee by the Company and can be revised from time to time.The amount mentioned in the Price –List or any literature/correspondence is indicative and can be modified at the time of offer of possession by the company.

c) The allotee upon completion of the said unit or the offer of possession, whichever is earlier, agrees to enter into a maintenance agreement with any association of unit/falt/apartment owners or any other nominee/agency/ ssociation(s) or other body (hereinafter refrred to as " the Maintenance Agency" as may be appointed /nominated by the company from time to time for the maintenance and upkeep of the said building. The date of commencement of maintenance and upkeep of the Complex or

part thereof shall be intimated by the company to the allottee and the maintenance charges will be reckoned from that date.

d) The allottee is liable to pay monthly/quarterly/yearly maintenance charges as demanded by the company /maintenance agency, irrespective of whether the allottee is in occupation of the unit or not, within a period of 10 days of demand. The Company maintenance Agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in monthly maintenance charges within this period interest @15% p.a. shall be charged for the period of delay.

e) In case of the failure of the allottee to pay the maintenance bill, other charges on or before the due date, the allottee is permitting the Company/maintenance agency to deny him/her the maintenance service and the Company/Maintenance Agency will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer/power/power back up/piped gas connections and debarment from the usage of any or all common facilities within the building/complex.

f) The Company / Maintenance Agency shall maintain the building/complex till the maintenance is handed over to the Allottees Association or a period of 1 year from the date of completion of the complex or unit, whichever is earlier. The company is not bound to maintain the complex beyond a period of one year after the date of offer for possession. It is only playing the maintenance facilitator till that period. If the Association fails to take over the maintenance within that period. Company is authorized to cease the maintenance and return the IFMS net of default of maintenance charges and interest to individual allottees and discontinue maintenance of the building. If the allottee fails to accept the said return of IFMS within 15 days of written information to such effect, the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or intrest on the money.\

g) The date of commencement of maintenance and upkeep of the building or thereof shall be intimated by the company to the Allottee and the maintenance charges will be reckoned from that day.

11. The maintenance of the residential unit including all the walls and partitions, sewers, drains, Pipes attached lawns and terrace areas shall be exclusive responsibility of the allottee will neither himself do not permit anything to be done, which damages any part of the adjacent unit/s etc. or violates the rules or bye-laws of the local Authorities or the Association of Allottees.

12. The IFMS shall become payable within 30 days from the date of offer of possession by the Company. Whether or not the allottee takes possession of his/her unit. In case of delay in payment of IFMS within this period, interest@15% p.a shall be charged for the period of delay.

13. It shall be incumbent on each allottee to form and join an Association comprising the allottees for the purpose of management and maintenance of the building.

14. Only common services shall be transferred to the Association. Facilities like Road, playing areas, storage spaces, servant quarters, convenience shopping , parking slots, etc. shall not be handed over to the association and will be owned by the Company

and may be sold handed over to any agency or individual as the case may be on any terms & conditions as the Company deem fit.

15. The allottee will allow the complex maintenance teams to have full access to and through his unit and Balcony area for the periodic inspection, maintenance and repair of any common services therein.

D. POSSESSION

16. The sale deed of the unit shall be got executed in favour of the allottee by the Company after the entire payment and dues in respect of the allotment are cleared by the allottee.
17. All charges, expenses, stamp duty, official fees etc. towards sale deed, including documentation, will be borne by the allottee. If the company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee to the Company. In case the stamp duty or other charges payable by the allottee to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the company, such discount availed by the allottee shall be reimbursed to the Company prior to registration.
18. The possession of the unit will be given after execution of the sale deed.
19. The allottee shall get exclusive possession and title of the land and of the built-up area of his unit through a Sale Deed. The allottee shall have no right, interest or title in the remaining part of the complex such community hall, parking, play ground etc. except the right of ingress and egress in the common approach roads. The land for other common facilities shall remain the property of the company. The right of usage of complex facilities is subject to observance by allottee of covenants herein and upto date payments of all dues.
20. The builtup area of the unit shall be measured from edge of the wall if it is not common and from the centre of the wall if it common. Built up area will include 100% of balcony area.
21. The allotee has seen and accepted the plans, designs, specifications which are tentative and the allottee authorizes the Company to effect suitable and necessary alterations/modifications in the layout plant/building plans, designs and specifications as the Company may deem fit or as directed by any competent authority(ies). The final areas of unit will be intimated after final physical measurement and after construction of the unit. In case of variation in actual area vis-a-vis booked area, necessary adjustments in cost, plus or minus, will be made at the rate prevalent at the time of allotment.
22. The sizes given in plans are tentative and can be modified due to change in the plan due to technical and other reasons e.g. change in position or design of the Unit, number of the Unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustment arising out of area variations.
23. In case a particular units 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 of the same type and in event of non acceptability by the allottee or non availability of alternate unit, the company shall be responsible to refund only the actual amount received from the allottee till then and will not be liable to pay any damages or interest to the allottee whatsoever. In case any preferentially located unit ceases to be so located, the company shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee.

24. The possession period agreed upon is only indicative and the company may offer possession before the due date. That the allottee has to take possession of the unit within 60 days of the written offer of possession from the Company failing which the unit shall lie at the risk and cost of the allottee. Further the allottee shall be liable to pay Holding Charges, at the rate to be intimated by the company, in addition to his proportionate share of all the other charges, to the Company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 60 days.

25. The allottee after taking possession of the Unit shall have no claim against the company in respect of any item of work in the unit, which may be said to have been carried out or for non compliance of any designs, specifications, building material or any other reason whatsoever.

26. The Allottee has specifically agreed that if due to any change in the layout/building plan, the unit becomes preferentially located then allottee shall be liable and agree to pay as demanded by the company additional preferential location charges as applicable for such preferentially located units. Similarly if a unit ceases to be preferentially located, the company at the most be liable to refund preferential location charges (PLC), if any prevalent at the time of booking.

E. OBLIGATION OF THE COMPANY

27. The company shall make best efforts to offer possession of the Said Premises to the Applicant/Allottee within the period more specifically described in the Final Allotment Certificate and Agreement. If the completion of the Said Premises is delayed by reason of non-availability or scarcity of steel and/or cement and/or other building materials and/or water supply and/or electric power and/or slow down, strike and/or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as result of any Law or as a result of any restrictions imposed by a Government Authority or delay in the sanction of building/zoning plants/grant of completion/occupation certificate by any Government Authority or for any other reason beyond the control of the Company (hereinafter referred to as “Force Majeure Events” and each individual event referred to as a “Force Majeure Events”) the total construction period shall be suitable extended by the Company.

28. If the Company fails to offer possession of the Said Premises within the period..... thereof any reason (except due to Force Majeure Event) and such delay continues for more than Six months from the stipulated date then the Application/Allottee will only be entitled to a discount in sale consideration for delay thereafter
Rs. .....per sq. mt. (Rs. ..... per sq.ft./per month for the Covered area of the said premises ("Rebate") without
29. There being any further compensation or damages. The Said Rebate shall be admissible only if the Applicant/Allottee does not cancel the allotment and shall be adjusted upon offer of possession of the Said Premises. Provided that the time consumed by the occurrences of Force Majeure Events shall be excluded while computing the delay in Offer of Possession of the Said Premises Provided further that nothing contained herein shall be construed to give rise to a claim by way of compensation/damages/loss of profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions.

F. GENERAL TERMS & CONDITIONS

30. The basis of calculating the proportionate charges payable by allottee will be the proportion of the area of his total land area of all units affected by that charge.
31. The address given in the application form shall be taken as final unless any subsequent change has been intimated through Regd. A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee.
32. Allottee may undertake internal alteration in his unit only within the governing bylaws & with the prior written approval of the Company. The allottee shall not be allowed to affect any of the following changes/alterations.
    - Changes which may cause damage to the structure (columns, beams, slabs etc.) of the part of adjacent units. In case damages is caused to an adjacent unit or common area, the allottee will get the same repaired failing which the cost of repair may be deducted from the allottee IFMS.
    - Changes that may affect the facade of the unit (eg. changes in windows, tempering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies with permanent or temporary structure, hanging or painting of signboards etc.).
33. The allottee shall not use or allow to be used the unit for any non residential/commercial purpose or any activity that may cause nuisance to other allottees in the complex.
34. The Company may, at its sole discretion and subject to applicable laws and notifications or any government direction as may be in force, permit the allottee to get the name of his/her nominee substituted in his/her place subject

to sch terms and conditions and charges as the Company may impose and on payment of such transfer fee as may be prescribed by the Company. The allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In the event of any imposition of executive instructions at any time after the date of this application to restrict nomination/transfer/assignment of the allotted unit by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.

35. The development of the premises is subject to force majeure clause, which includes delay for any reason beyond the control of the Company like non availability of any building material due to market conditions, war or enemy action or natural calamities or any act of God. In case of delay in possession as a result of any notice, order, rule notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company & any of the aforesaid events, the Company shall be entitled to reasonable extension of time. In case of non availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any objection/claim from the allottee.
36. The allottee has fully satisfied himself/herself about the interest of the Company in the said land on which the unit is being constructed and has understood all limitations and obligations in respect thereof and there will no more investigation or objection by the allottee in this respect.
37. The Company's sale brochures/CD walk through are purely conceptual and are not a legal offering Further the Company reserves the right to add/delete any details/specifications/elevation.
38. The allottee agrees and undertakes that he shall, on taking possession of the unit or before, have o said residential unit. The allottee agrees that in case at any stage further construction in the complex or the adjacent unit becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee. The company has a right to alter the plans of the complex/adjacent unit without any objection or claim from the allottee.
39. All charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, sewer water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee.
40. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of joint allottees sufficient for its record.
41. In case of any dispute between the co-allottees, the decision from the competent court shall be honored by the Company.
42. The Courts of Jhansi alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.

Signature of 1st Allotee Signature of the 2nd Allottee

43. The allottee(s) has applied for allotment of a residential unit with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the company and understood by him/her.
44. Any new tax like service tax, trade tax etc. imposed on the construction/project/company by the government shall proportionately be charged and payable by the allottee.
45. The allotment can be transferred (subject to approval of loaning agency in case of loan) after paying transfer charges as per company rule.
46. The Company has made clear to the allottee that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the land beneath the said building/complex, in which his/her unit is located and that the allottee has confirmed that he/she not raise any objection or make any claims or default any payments as demanded by the Company on account of inconvenience if any, which may be suffered by him/her due to such development/Construction activities or incidental/relating activities.
47. That the allottee agrees, assure and undertakes to pay pro-rata to the Company, on demand, such amount, which may be levied, charged or imposed, at any date after the date of booking, on account of tax, duty, charges, cess, fee etc. by any local administration, State Government, Central Government by virtue of any notification or amendment in the existing laws and the same becomes payable by the Company during the performance of the present agreement.
48. It shall be mandatory on the Applicant(s) to provide PAN No. /GIR No./Form 60 (Duly complete in all respects) while filling in the applciation form. In the absence of the same, the Allotment Cad and Agreement may not be issued. For delay arising on account of incomplete form, the payment schedule shall not be affected and the applicants(s)/Allottee(s) shall be liable to pay the interest accruing on this delay. Further, the applicant takes complete responsibility of not furnishing the PAN No. and agrees to indemnity the Company for any consequences thereof.
49. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Allotment Certificate & Agreement including the interpretation and validity of the terms thereof and the respective rights and objections of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 or any statuary amendments/modifications there of for the time being in force. A sole arbitrator who shall be Company secretary of the company shall hold the arbitration proceedings at an appropriate location in Jhansi. The allottee hereby confirms that he/she shall have no objection to this appointment. The court at Jhansi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and /or Allotment Certificate & Agreement

regardless of the place of execution of this application which deemed to be at Jhansi.

50. All taxes or charges, fresh or revised, present or future, on land or building levied by any authority, from the date of booking shall be borne and paid by the allottee.

51. The possession of house will be handed over to the allottee only after execution of sale deed in his/her favour.

Signature of 1st Allottee | Signature of 2nd Allottee

Date :..... | Place :.....

(Note : This agreement has been prepared in two sets.)

Signature of 1st Allotee | Signature of the 2nd Allottee