

ANIKA Classic

RAJ NAGAR EXTENSION NH-58

ELLY REALCON PRIVATE LIMITED

Application for Provisional Allotment by Sale of shop(s)/Entertainment Centre(s)/other commercial/office space(s) in
Anika Classic, coming up at RAJ NAGAR EXTENSION, GHAZIABAD, (U.P.)

To,
M/s. ELLY REALCON PRIVATE LIMITED
KHASRA NO. 999 & 1010
RAJANAGAR EXTENSION
NH-58, GHAZIABAD
UTTAR PRADESH

Dear Sir(s),

I/We request that I/We may be provisionally allotted a commercial space (including shop(s)/entertainment center(s)/other commercial/office space(s) in your proposed commercial complex/building
Anika Classic project, coming up at, under your
Down Payment /Installments Payment Plan/Construction Linked Plan.

I/We remit herewith a sum of ₹ _____/- (Rupees _____
Only) by Bank Draft/ Cheque No. _____
dated _____ drawn on _____ as booking amount.

In the event of M/s. Elly Realcon Private Limited (hereinafter referred to as "The Company") agreeing to provisionally allot shop (s)/entertainment center (s)/other commercial/office space(s), I/We agree to pay further installments of sale price and all other dues as stipulated in this application and the allotment letter and the Payment Plan as explained to me/us by the Company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of shop(s)/entertainment center (s)/other commercial/office space(s) notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only Space Buyer's Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company after strictly complying all the terms and conditions mentioned herein. If, however, I/We withdraw/cancel this application the earnest money paid by me/us shall stand forfeited. I/We am/are making this application with the full knowledge that the building plans for the proposed **Anika Classic project**, coming up at in which the shop(s)/entertainment center (s)/other commercial/office space(s) applied for is located are not yet sanctioned by the Competent Authority. I/We have instructed the Company that if for any reason including non-sanction of the building plans, the Company is not in a position to finally allot a shop(s)/entertainment center (s)/other commercial/office space(s) applied for within a period of one year from the date hereof, I/We would like to have refund of the amount deposited with simple interest at the rate of 5 % per annum calculated for the period for which such monies have been lying with the Company.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein.

Company

Allottee/s

My/our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms. _____
S/W/D of _____ Nationality _____ Age _____
Years Profession _____ Service _____
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin. _____
Income Tax Permanent Account No. _____
Ward/Circle/Special range and place where assessed to Income Tax _____
Mailing Address _____
Tel. No. _____
Mob. No. _____ Fax. No. _____
Office Name & Address _____
Tel. No. _____ Mobile No. _____ E-mail : _____

2. SECOND APPLICANT

Mr./Mrs./Ms. _____
S/W/D of _____ Nationality _____ Age _____
Years Profession _____ Service _____
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin. _____
Income Tax Permanent Account No. _____
Ward/Circle/Special range and place where assessed to Income Tax _____
Mailing Address _____
Tel. No. _____
Mob. No. _____ Fax. No. _____
Office Name & Address _____
Tel. No. _____ Mobile No. _____ E-mail : _____

3. DETAILS OF SHOP (S)/ENTERTAINMENT CENTER (S)/OTHER COMMERCIAL/OFFICE SPACE (S)

Nature of Business: _____
Carpet Area: _____ Sq. mtr. (approx.) or _____ Sq. ft. (approx.)
Shop No. _____ Floor: _____ Unit No. _____
Parking Space(s)(if any) No.: _____

4. PAYMENT PLAN: DOWN PAYMENT / INSTALLMENT

Note: - Payments to be made by A/c Payee Cheque (s) / Demand Draft (s) in favour of "....."
....." payable at Ghaziabad.

5. DECLARATION:

I/We the applicant (s) do hereby declare that my/our application for allotment by the Company is irrevocable and that the above particulars/information given by me/us is true and correct and nothing has been concealed therefrom. I/We have read and signed all pages of this application form and payment plan.

Yours faithfully,

Company

Allottee/s

FOR OFFICE USE ONLY

1. ACCEPTED/REJECTED
2. Shop(s)/entertainment Center(s)/Other Commercial/Office Space(s) Allotted No. _____
Floor _____ Carpet Area _____ Sq. mtr. (approx.) _____ Sq. ft. (approx.)
Parking Space(s) (if any) No. _____
3. Basic Sale Price (Carpet Area) : ₹ _____ per sq. mtr. : ₹ _____ per sq. ft.
aggregating to ₹ _____ Parking Space charges (if any) : ₹ _____
@ ₹ _____ per parking Space Preferential location Charges, if applicable : _____
% of basic sale price amounting to ₹ _____ Interest free
Maintenance Security : @ ₹ _____ /- per sq. ft. aggregating to ₹ _____
- Total price payable for the Shop(s) : ₹ _____
Grand Total : ₹ _____
Service Tax as applicable will be charged extra : ₹ _____
(In Words _____)
4. PAYMENT PLAN: Down Payment ☐ Installments ☐ Construction Linked ☐
5. Payment received vide Cheque/DD/Pay Order No. _____ dated _____
for ₹ _____ out of NRE/NRO/FC/SB/CUR/CA _____
Accountant _____ (in words) _____
6. Provisional booking receipt no. _____ dated _____
7. BOOKING: DIRECT ☐ THROUGH SALES ORGANISER ☐
8. Check-list for Receiving Officer:
- (a) Booking Amount
- (b) Customer's Signature on all pages of the Application Form
- (c) PAN No./Form 60/Form 49A
- (d) For Companies: Memorandum and Articles of Association/Board Resolution
- (e) For Foreign Nationals: IPI-7/Passport Photocopy
- (f) For NRI: Copy of Passport & Payment through NRE/NRO A/C.
9. Remarks: _____

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF SHOP / ENTERTAINMENT CENTRE(S)/OTHER COMMERCIAL SPACE(S) IN ANIKA CLASSIC

re of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Allotment Letter/Commercial Space Buyer's Agreement which upon execution shall supersede the terms and conditions set out in this application. The Applicant (s) shall sign all the pages of this application in token of his/her acceptance of the same.

1. The Applicant(s) agrees that he/she has applied for provisional allotment of the said Unit/Space with the full knowledge of title of land, rights of the Company and all the laws/notifications and rules applicable to the area in general and the Project/Complex in particular, which also has been explained by the Company and fully understood by the Applicant(s). However, the Company shall be responsible for compliance with all applicable laws/notifications and rules and agrees to save harmless the Applicant(s) of any loss/injury that may be caused to it by virtue of such non-compliance.
2. That the Applicant(s) has seen and accepted the building plans, designs, specifications shown to him/her which are tentative and are kept at the Company's corporate office at and agrees that the Company may make such variations, deletions, additions, alterations and modifications therein as it may in its sole discretion deem fit and proper or as may be done by any competent authority at any time and the Applicant hereby gives his consent to such variations, additions, deletions, alterations and modifications. **In the case of alteration/modification resulting in any change in the carpet area of the said Unit(s) {up to (+) or (-) 2%} at the time of handing over possession of the said Units to the Applicant(s), the Company shall inform the Applicant(s) the changes thereof and the resultant change, and either party to this agreement shall not claim any amount/refund due to such alteration/modification, however if such alteration/modification is more than 2%, then in case of increase in area, the Applicant shall have to pay for that and on reversal, the Company shall refund/adjust the amount if any, in the price of the said Unit to be paid by Applicant(s), and the sale consideration as referred to herein above shall then be subject to pro-rata increase or decrease as the case may be.**
3. That the Company shall, complete the said building(s) as per the said plans and specifications seen and accepted by the Applicant(s) with such additions, deletions, alterations, modifications in the layout and building plans and specifications as the Company may consider necessary or may be required by any competent authority to be made in them at any time. No further consent of the Applicant(s) shall be required for the said purpose. Alterations may inter-alia involve all or any of the changes in the said Units, change in its area or change in the height of the building. If, as a result of the above mentioned alterations, there is either reduction or increase in the carpet area of the said Units, no claim, monetary or otherwise will be raised or accepted except that the original agreed rate per sq. feet and other charges will be applicable for the changes in area i.e. at the same rate at which the said Units were sold and as a consequence of such reduction or increase in the carpet area, the Company shall be liable to refund without interest only the extra price and other pro-rata charges recovered or shall be entitled to recover the additional price and other proportionate charges without interest as the case may be.
4. That the Applicant(s) hereby agrees that the Company shall at all times be authorized to change/relocate the tower/building, unit no., change the floor and its location without assigning any reason and the Applicant(s) hereby grants his/her consent to the same and undertakes/assures the Company not to object to the Said Change.
5. That the Applicant shall make all payments through demand draft(s) payable at New Delhi/Ghaziabad Bank only.
6. That the Company and the Applicant(s) hereby agree that 15% of the total Sales Consideration of the said unit shall be treated as the earnest money. Non-fulfillment by the Applicant(s) of payment terms of the present application may entail the forfeiture of the earnest money.
7. In case the proposed allotment is got cancelled by the Applicant(s) itself, for no breach or default of the Company, he/she shall be entitled to the refund of the amount paid by him/her, after deducting the earnest money, but without payment of any interest on the balance amount, paid by him/her.
8. The Applicant(s) agrees that if as a result of any law passed by the Legislation or rule, regulation or order made and/or issued by the Government or any other Authority including local body/Uttar Pradesh Municipal Authority or due to any other reason whatsoever, the Company is unable to complete the aforesaid building(s) and/or to deliver possession of the said floor to the Applicant(s), then the Company may, if so advised, challenge the validity, applicability and/or efficacy of such legislation, rule or order by moving the appropriate Courts, Tribunal(s) and/or authority. In such a situation, the money(ies) paid by the Applicant(s) in pursuance of the present application shall continue to remain with the Company and the Applicant(s) shall not be entitled to move for or to obtain specific performance of the terms of the present application, it being specially agreed that the provisional allotment shall remain in abeyance till final determination of the court(s)/Tribunal(s)/Authorities. In the event of the Company succeeding in its challenge to the impugned legislation or rule or order, as the case may be, it is hereby agreed that the provisional allotment shall stand revived and the Applicant(s) shall be entitled to the fulfillment of all rights and claims in respect of the provisional allotment. It is further hereby agreed that in the event of the aforesaid challenge of the Company to the impugned legislation/order/rule not succeeding and the said legislation/order/rule becoming final, absolute and binding, the Company will refund to the Applicant(s), all the amounts that may have been received by the Company without any interest or compensation of whatsoever nature within such reasonable period and in such manner as may be decided by the Company, but not later than three months from the date of the said legislation/order/rule becoming binding and the Applicant(s) agrees to accept the Company's decision in this regard to be final and binding.
9. That the proposed provisional allotment shall be subject to the terms and conditions on which the license has been granted by the Authorities to the Company, which shall be binding upon the Applicant(s).
10. That all External/Infrastructure Development Charges (EDC/IDC) shall initially be borne by the Company and the same have been included in the price, however any additional demand/charges as and when raised/levied by authorities or any local body shall be borne by the Applicant(s) on demand to the company on pro-rata basis. (A provision to this effect shall be incorporated in the

Allotment Letter/Space Buyer Agreement/ Builder Buyer Agreement conveyance deed to be executed in the favour of Applicant.)

11. (a) The Applicant agrees to pay the installments and applicable stamp duty, registration fee, maintenance charges and other charges payable as and when demanded by the Company on time. The Company shall have first lien and charge on the said Units for all dues payable by the Applicant(s) to the Company. It shall be incumbent on the Applicant(s) to comply with the terms of payment, failing which he/she shall forfeit to the Company the entire amount of earnest money and the said proposed provisional allotment shall stand cancelled and the Applicant(s) shall have no right, title, interest or claim of whatsoever nature on the said units. The Company shall thereafter be free to re-allot and deal with the said Units in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the earnest money, processing fee and interest on delayed payment etc., shall however be refunded to the Applicant(s) by the Company only after realising such amounts from re-allotment of the said Units, without any interest or any compensation of whatsoever nature.
- (b) Without prejudice to the Company's aforesaid rights, the Company may, at its sole discretion, waive the breach by the Applicant(s) in defaulting in making payments as per payment plan, but only on the condition that the Applicant(s) shall pay to the Company, interest which shall be charged @10% per annum
- That incase the Company condones any default, either in the payment of the installments or in respect of other obligations at any particular instance, the same shall not be deemed to be a waiver of any stipulation contained in this Application.
- (d) All the payments in terms hereof shall be due and payable to the Company at Ghaziabad and at no other place. Even if any payment is accepted by the Company at any other place, other than Ghaziabad, the same shall not constitute waiver of the stipulation that all payments are due and payable at Ghaziabad.
12. That it shall not be obligatory on the part of the Company to send demand notice/reminders regarding the payments to be made by the Applicant(s) as per the schedule of payment.
13. The Applicant(s) shall inform the Company, in writing, any change in the mailing address mentioned in the application made by the Applicant(s), failing which, all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s) on the expiry of one week from the date of dispatch, irrespective of the fact whether or not the same has been received by the Applicant(s). In case of Joint Applicants, all communication shall be sent to the first named applicant in the application.
14. That the parties hereto agree that for the purpose of calculation the total consideration, other charges and dues, payable in respect of the said units, the covered area will be including the area of walls, cupboards, window projection, but excluding open terrace/roof/basements and other space, which shall belong solely to the company and no one else shall have any right of interest etc. in the same. It is specifically made clear and agreed by the Applicant(s), that in the event of nonpayment of maintenance charges, electricity charges due and payable by the Applicants(s), the Company/Maintenance Agency, without prejudice to its other rights, shall have the right to disconnect the supply of electricity and discontinue other service, and the Applicant(s) shall have no right to use the common area and facilities provided in the complex. Except for the specific areas herein proposed to be allotted and the necessary easementary rights in the said building the rest shall continue to vest in the company till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular Unit Buyer. The Applicant(s) hereby agrees that in case after the completion of the building, further construction on the Land/plot and/or the building becomes permissible, the Company shall have the sole right to construct, own, book, sell, allot and/or otherwise transfer further construction up to the limits of sky, without any hindrance or objections by the above Applicants (s), notwithstanding the designation and allotment of any common areas as limited common areas or stand varied accordingly. The rates mentioned herein above are in view of the aforesaid.
15. In the event of allotment of Unit(s) the Applicant(s) shall have no right to:
- a) Put up any name or signboard, neon light, publicity or advertisement material etc. outside the said Unit or inside the said unit visible from outside, on the external façade of the Unit/ Complex/Building/Tower etc. or any other place, except at the place if any specifically earmarked for the Applicant(s) by the Company. Further, the neon/glow sign/sign boards will be of specific size prescribed by the Company and will be architecturally controlled.
- b) Change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change/alteration in the exterior elevation or design of the said Units and/or the Complex/Building/Tower etc..
- c) At any time demolish, make any excavation, remove any stone, sand, gravel clay or earth in/from the said Units or any part thereof nor at any time make or cause to be made any additions (except internal alterations and partition) or unauthorized constructions of whatsoever nature to the said Units or any part thereof, and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural members on the said Units/space/ floor.
- d) Make any encroachments or obstructions in common areas/facilities/services or cause hindrance in the use and enjoyment of all common areas/ facilities/ services/ communication areas of the Complex.
- e) Make any pollution (including noise, air and water) by use of loudspeaker or otherwise and/or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purpose in the Complex.

- f) Close the verandahs or lounges or balconies or common passage or common corridors or other common areas even if particular floor/floors are occupied by the same Applicant(s)/Applicant(s)/transferee(s).
- g) Fix/install the air-conditioners/ coolers over other than the space(s) provided for in the Project design or open them to the inside passage, common areas or in the staircase and shall ensure that no water drips from any cooler/air-conditioner.
16. The transfer of the said Units by the Applicant(s) including rights as would be allotted herein will be at the sole discretion of the Company and will need prior written approval from the Company. Administrative charges as prescribed by the Company from time to time will be paid by the Transferor, at the time of transfer. No charges will be levied on 1st transfer in favour of the Applicant(s) and thereon on every subsequent transfer of the Unit in favour of any third party, at the request of the Applicant(s), a sum of ₹ _____/- (Rupees _____ only) per Sq. Ft. will be charged as Administrative charges by the Company. Any change in the name (including additions/deletion) of the Unit Buyer, registered with the Company will be deemed to be transfer for this purpose. The Administrative Charges for the transfer of the unit amongst family members (husband/wife and own children/mother/father and real brother/sister) or amongst the same group of companies will be 25% of the normal administrative charges for every transfer. Claim, if any, between transferor and transferee as result of any dispute amongst them either in reduction/increase in the area or its location of for any other reason will be settled between themselves i.e. Transferor and transferee only and the Company shall not be a party to it.
17. The building being constructed shall be without centrally air-conditioned with elevators for the upper floors.
18. The construction of the subject tower of the project in which the proposed allotment of the Unit of the applicant would be made, will be completed in 30 (thirty) months from the date of commencement of construction, after all necessary approvals and sanctions have been obtained, subject however, to force majeure circumstances and reasons beyond the control of the company. However there shall be grace period 6 months after said 30 months giving possession in favour of the company. In case the Company for reasons other than as mentioned here in above, delays in handing over possession of the Unit, to the Applicant(s), later than 30 (thirty) months, from the date of commencement of construction the Company shall pay to the original Applicant(s), simple interest @ 10% per annum on the amount advanced by the Applicant(s), for the period of delay beyond 36 (thirty six) months. However, the applicant hereby agrees to allow 6 (six) months grace period for handing over of possession of the allotted area, during which period no compensation shall be payable by the Company. However, the Company shall not be liable in case the delay is not due to any fault of the company. If the completion of the building(s) is delayed by reason of non-availability of steel and or cement or other building material or water supply or electric power or civil commotion or strike or lock-out or accident 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 a result of any act, notice, order, rule or notification of the Government Court and/or any other public or competent authority or for the any other reason beyond the control of the Company or delay in Plans/Grant of Completion/occupation certificate by the Competent Authority and in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the said units. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of proposed provisional allotment or if the circumstances, beyond the control of the Company so warrant, the Company may suspend the Project for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s) for the period of suspension of the Project, except interest as mentioned above. In consequence of the Company abandoning the Project, the Company liability shall be limited to the refund of the amount paid by the Applicant with simple interest @ 10% per annum and the Applicant shall not be entitled to any other compensation whatsoever.
19. That, if for the reason, the Company is unable or fails to deliver possession/permissive possession of the said Unit(s) to the Applicant within the time specified in clause 18 above, or within any further period or periods as extended or agreed to by and between the parties hereto, then in such case, the Applicant(s) shall be entitled to give notice to the Company terminating his/her/it proposed provisional allotment, in which event the Company shall be at liberty to sell and dispose of the Unit(s) to any person at such price and upon such terms and conditions as the Company may deem fit. The Company shall within a reasonable time from the date of receipt of such notice and sale of the said Unit(s), refund to the Applicant(s) the aforesaid amount of earnest money and the further amount that may have been received by the Company from the Applicant as part payment(s) in respect of the said Unit(s).
20. Cost of Electric Meter, maintenance charges, electricity charges etc. shall be borne and paid by the Applicant(s). All such charges shall be payable, as demanded and from the date said unit is ready for possession, irrespective of the fact whether the same has been occupied by the applicants or its nominees or not and/or the same are made applicable by Municipal Authority or any other authorities, whichever is earlier. If other charges are levied by the Municipal Authority or any Government or local authority on the transfer of the Unit by the Company to the Applicant(s), or on the transfer/conveyance of the said Units or any part thereof in the name of the Applicants(s) the same shall be borne separately by the Applicant(s). The stamp duty & registration charges for executing the conveyance deed of the Unit (in the manner permissible) shall be borne by the Applicant(s).
21. Any charges demanded by the Municipal Authority or any other local/Government Body, towards vacant land tax, property Tax or any other taxes, levies or charges during the course of construction, and or up to completion/handling over of possession, whichever is earlier, shall be borne by the Company and thereafter shall be borne by the Applicant(s), irrespective of the fact that he/she has not been enjoying any benefit of his unit. These shall be payable immediately on demand in proportion to the area of the Unit proposed to be allotted. However if assessment of House Tax, or any other charges, is not done by the Municipal Authority or any other authority, for each Unit separately, then in that event each Unit Buyer will pay his/her proportionate share, on the basis of the area of his/her Unit, or the annual letting value, etc. of his/her Unit, as the case may be. The calculations/apportionment done by the Company of the proportionate amount due from the Applicant(s) of his/her share shall be final and binding on the Applicant and he/she shall have no objection to it.
22. That it is mutually agreed that save and except in respect of the said unit proposed to be allotted to the applicant(s), he/she shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of land, open spaces and all or any of the common areas such as lobbies, staircases, lifts, corridors, terraces and roof etc., which shall remain the property of the Company whose responsibility will be to maintain and upkeep the same until the same are transferred/assigned to any other maintenance agency or body or association.

23. That the Applicant(s) has agreed to purchase the said Unit on the specific understanding by him/her, that the right to use of the common facilities shall be subject to the payment of the Total Maintenance charges as due and payable and performance of all the covenants of these presents. Should the Total maintenance charges as are ultimately fixed by the Company/ maintenance Agency or other body or association as herein above mentioned be not paid regularly as and when due, the Applicant shall have no right to use the common facilities. In other words, the right to ingress and egress is not an integral part of the sale. The right to use will be available only on payment of the charges as may be due and payable from time to time. So long as the charges are regularly paid, and covenants herein observed, that right to use shall be given.
24. (a) The Company being experienced and having qualified Engineers and knowing the layout, specification and other technical details regarding structural work of the building, layout of plumbing pipes, fitting, water mains, electric cables, telephone conduits and fire fighting arrangements, its association and advise in maintenance of the building will be very useful and will always be needed. It is expressly agreed between the Company and the Applicant(s) that the Company will always render advice and guidance in the general maintenance of the building and whatsoever be the maintenance agency or setup, it will have the Company as Maintenance Adviser permanently. The Company shall be paid a reasonable remuneration per month by the maintenance agency or set up for rendering advisory services. The remuneration shall increase in proportion to the increase in the maintenance charges.
- (b) The entire maintenance, upkeep and preservation of the building, operation of the common services and management of the common areas shall be done by the Company or its nominee(s). The Applicant(s) agrees to pay maintenance charges required for the proper upkeep and the maintenance and running of the Air Conditioning plant and all other equipments in the building. The amount of maintenance charges to be charged shall be calculated at the relevant time and apportioned on the super area of the Unit and shall be utilized by the Company or its nominee for the Commons services. The person or the agency responsible for the maintenance shall be treated as being in management of the building. The rate will be fixed in the context of the then prices of the commodities, services, official levies, fees, taxes, water & electricity charges, Petroleum/Oil/Lubricants charges payable for the common areas and services. The rate will be raised periodically. The Applicant(s) agrees to this increase and also agrees that the Company or its nominee may increase the said charges in the event of any increase in the cost of the above-said factors at any time. Before the occupation of the Units, the Applicants(s) agrees to deposit security equivalent to six months maintenance charges free of interest with the Company or its nominee for timely payment of the aforesaid charges. In addition to this a fixed amount of ₹ _____/- per Sq. ft. shall be payable towards Interest Free Maintenance Security Deposit. This amount along with the amount of CRF shall be over and above the cost of Units and all other Levies payable by the Unit Buyer(s) and the same shall be transferable consequent upon transfer of the said Units in favor of the Maintenance Agency if any appointed by the Company or shall be with the Company until such appointment. In case of default of payment of the aforesaid charges, the Company or its nominee shall be entitled to discontinue/disconnect the services including electricity and water to the Units apart from the right to recover the charges with interest @ 10% per annum, from the Applicant(s) and/or from the occupier(s) of the Unit through the process of Court or otherwise. The Applicant(s) shall also enter into an agreement with the maintenance agency as per the standard maintenance agreement of the agency. The Applicant(s) shall also pay proportionate charges towards the maintenance of common facilities and other amenities provided by the Uttar Pradesh Municipal corporation through their nominated agency or any local body for maintenance of proper upkeep of the facilities or provided by the Company, their nominated agency or any local body outside the building such as for the common electricity and the lighting facility, for maintenance of parks and water bodies, sewerage and for pollution control etc. In case there is any requirement to replace any fixed facility like elevators, ducts, plumbing pipes, fitting, water mains, electric cables, telephone conduits and fire fighting arrangements in future, the Applicant shall be liable to pay its proportionate ratio as fixed by the Company or maintenance agency as the case may be.
25. (a) The Applicant(s) shall abide by all laws, rules & regulations of the Municipal Corporation/Local Bodies etc. and shall be responsible for all deviations, violations, or breach of any of the conditions, laws/bye laws or rules and regulations in using the Units. The terms and conditions laid by the Municipal Corporation while granting the license for developing the said commercial complex shall be binding on the Applicant(s)/Unit buyer(s).
- (b) That it shall be an essential condition of the proposed provisional allotment that the use for which the said Unit is allotted shall not be altered without obtaining prior consent in writing from the Company. In case of breach of this understanding the Company/Maintenance Agency shall have the right to disconnect all services to the unit.
26. Although a duty will be enjoined upon the Applicant(s) and the Company to perform their respective obligations as stated herein, the same will be subject to any Governmental actions, rules or regulations which may be enforced hereafter or any variations that may be necessitated in the arrangement with Authorities consequent upon the aforesaid eventualities.
27. The Company is exclusively entitled to and has full and valid rights, title and authority to grant on lease, license, franchise and book etc. all advertisements, display and signage spaces in the Project/Complex/Building/Tower etc. including but not limited to corridors, front elevations, atrium, lobbies, balconies and other common areas and also Terrace, including rights of signage's/hoardings/posters etc. in and around the outer façade of the entire Complex/Project/Building/Tower etc. and to receive all rents, profits and other revenue generated there-from in its own name, without any objection or claim by the Applicant(s) or any other owner(s)/occupants of the Project/Complex/Building/Tower etc.. The Company is fully entitled to carry out promotional/recreational activities, outside and around the said Project.
28. That the proprietary rights of all the common areas including the common passages, capital equipments such as lifts, elevators, boring pumps, parking place, motor rooms etc. are vested in the Company/Maintenance Agency/Society/Association and shall be governed by the rules made from time to time for proper maintenance thereof. It has been made clear that unallotted / unreserved parking space shall always be property of the Company and neither the Applicant(s) or nor any future statutory body of Applicants in the complex shall have any controlling/managing/renting/ownership of any kind whatsoever upon them. The company shall be having all the times all proprietary rights to dispose/deal/allot/rent/sell with that space and Applicant shall have no say in this regard at any point of time.

29. The Applicant(s) shall from time to time sign all applications, papers and documents and do all acts, deed and things as the Company and/or the Maintenance Agency/Society (as the case may be) may require for safe guarding the interests of the Company and/or the owners/occupants of the other portions in the Complex.
30. The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution / Bank by way of mortgage/charge/securitization of receivables of the said Units, subject to the said Units being free from all encumbrances at the time of execution of Commercial Space Buyer's Agreement/Builder Buyer Agreement or the sale deed in favour of the Intending Buyer. The Company/Financial Institution/bank shall always have the first lien/charge on the said Unit for all its dues and other sums payable by the Applicant(s).
31. That it is abundantly made clear that in respect of all remittances/acquisition/transfer of any areas in the Project it shall be the sole responsibility of the non-resident/foreign national of Indian Origin to Comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment/amendment thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under the Application or Commercial Space Buyer's Agreement/Builder Buyer Agreement. Any refund, transfer of security if provided in the Commercial Space Buyer's Agreement/Builder Buyer Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the FEMA as amended from time to time. The Applicant(s) shall keep the Company indemnified in this regard. The Company accepts no responsibility in this regard.
32. The Company reserves the right to transfer ownership of the said Project in whole or in parts to any other entity such as partnership firm, body corporate(s) whether incorporated or not, Association or Agency by way of Sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion and the Applicant(s) agrees that he/she shall not raise any objection in this regard. However, the Company shall ensure that the rights of the Applicant(s) are sufficiently protected.
33. That all disputes and differences between the parties touching this application for allotment or in respect of any matter with regard to rights, dues and liabilities of any of the parties, shall be settled by reference to arbitration to a sole arbitrator to be appointed by the Company as per provision of Arbitration and Conciliation Act, 1996, together with any statutory amendments or modifications thereto. All such arbitration proceedings shall be held and conducted at Ghaziabad.
34. That the Ghaziabad Courts, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
35. That for all intents and purposes and for the purposes of the terms and conditions set out in this Application, singular includes plural and masculine gender includes the feminine gender.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions a comprehensively set out in the Allotment Letter/Commercial Space Buyers' Agreement which shall supersede the terms and conditions set out in this application. I/We am/are fully conscious that it is not incumbent on the part of the Company to send us reminders/notices in respect of our obligations as set out in this application and/or Commercial Space Buyers' Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application, allotment letter and/or Commercial Space Buyer's Agreement. I/We have sought detailed explanations and clarification from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this application, allotment letter form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our proposed provisional and/or Final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the shop(s) / entertainment centre(s) / other commercial space (s)/Units applied for in any manner whatsoever.

Date:.....

Place:.....

Elly Realcon Pvt. Ltd.

I/We hereby accept the allotment on the terms and condition mentioned herein above.

Company

(Signature of the Allottee/s)

WITNESSES:

1. _____

2. _____