

M/S.PACIFIC HABITATSINOIA PVT.LTD.

Dear Madam/Sir(s),

I/We, the undersigned, request that a commercial unit, in your project IQ LIFESTYLE PLAZA situated at CP-17,IBB-3 Sector F, in Ansal Sushant Golf City, Sultanpur Road, Lucknow, (as per details given here in) ,may be allotted to me/us as per the company's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by the company.

I/We have read and understood the terms and conditions and agree to abide and execute the pre-scribed allotment letter on the firm's standard format, which interalia includes the firm endeavouring to give possession of the said flat to me/ us instipulatd time subject to my/our making timely payents as per agreed and approved payment plan of the total sale consideration and other charges.

a) The Applicant acknowledges that the company has provided all the information and clarifications as sought by the Applicant. The applicant is satisfied with the same. The applicant has also relied on his/her own judgment and conducted inquiry before deciding to apply for purchase of the said Commercial shop. The applicant has not relied upon nor is influenced by any architect's plans, advertisements, warranties, representations, statements or estimates of any nature what-soever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said complex/said Commercial shop. This application is complete and self-contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

b) It is requested that applicant may be allotted an Commercial shop and/or an exclusive right to use parking spaces(s) (hereinafter defined as part of independent area) in the said complex as per the company's:-

☐ Construction Linked Plan

☐ Flexi Payment Plan

☐ Down Payment Plan

c) The applicant encloses here with a sum of Rs. (Rupees_____only) by bank draft/ cheque No._____Dated_____ drawn on_____Bank, in favour of "Pacific Habitats India Pvt. Ltd.'" Payable at_____as booking amount.

d) The applicant agrees to abide by the terms and conditions of this application including those relating to payment of total price and other deposits, charges, rates, taxes (hereinafter defined) cesses, levies and forfeiture of earnest money and non-refundable Amount(s) a laid down herein and/ or in the allotment letter.

e) Notwithstanding anything contained herein in this application, the applicant understands that the application will be considered as valid and proper only on realization of the amount tendered with this application

My/Our particulars as mentioned below may be recorded for reference and communication:

APPLICANT/ CO-APPLICANT DETAILS
SOLE or FIRST APPLICANT

Mr./Mrs./Ms

S/W/D of

Nationality

D.O.B.

Profession

Residential Status

☐ Resident/Non-resident ☐ Foreign National of Indian Origin

Income Tax Permanent Account No

E-mail

Mobile

Tel No.

Mailing Address

Office Name & Address

Contact No

Fax

The purchase consideration shall be paid out of :

☐ own Sources / Savings/ Investments ☐ Financing from Banks / Financing Institutions / Employer

JOINTorSECONDAPPLICANT(s)

Mr./Mrs./Ms

S/W/D of

Nationality

D.O.B.

Profession

Residential Status

☐ Resident/Non-resident ☐ Foreign National of Indian Origin

Income Tax Permanent Account No

E-mail

Mobile

Tel No

Mailing Address

Office Name & Address

Contact No

Fax

OR

Company Applicatnt

M/s _____ a partnership firm duly
Registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated
_____ Shri/Smt. _____ (copy of the resolution signed by all the

OR

M/s _____ a Company register under the
Companies Act 1956, having its corporate identification No. _____ and having its registered
office at _____ through its duly au-
thorized Signatory Shri/Smt. _____ (copy of Board Resolution along with a
certified copy of Memorandum & Articles of Association required). PAN: _____

Details of Commercial shop:

Commercial shop No.: _____ Floor: _____ Type _____
Tower: _____ Saleable Area: _____ Sq. Ft. (Approx.) Payment Plan: _____

Details of Pricing

Basic sale price Rs. _____ /- Per Sq. Ft.

FLOOR Preferential Location Charges(PLC)

Ground Floor: _____ % of BSP
1ST to Fifth Floor: _____ % of BSP

Charges for Additional Items

A. Cost of the Parking Space:

1. Parking (covered) Rs. _____ each
 2. Charges for Additional parking Space Rs. _____ each
- (Note: no parking shall be admissible in the open area of the complex)

B. Power Backup Charges:

1. Rs. _____ /- Per KVA (Minimum 2KVA is mandatory)
2. Additional Power Backup will be chargeable @ Rs. per KVA

C. Electric Sub- Station Charges @ Rs. _____ /- Per. Sq. ft

D. External Development Charges (EDC) & Internal Development Charges {IDC} @ Rs. _____ Per. Sq. ft.

E. Interest Free Maintenance Security Charges (IFMS) Rs. _____ Per Sq ft.

Pacific Habitats India Pvt.Ltd .will send notices and demands on your registered email ID. In case, you
wish to receive a hard copy, please tick this box ☐

Name of Agent / Broker / Employee

Signature of Authorised Person

(to be signed by Broker Authorised Signatory or Agent or Employee, as applicable)

Stamp of Agent / Broker :

Declaration:

I/We, the undersigned (Sole /First and Second Applicant) do here by declare that the above mentioned particulars / information given by me /us are true and nothing has been concealed there - from.

Signature of First Applicant:_____

Dated:_____

Signature of Second Applicant:_____

Placed:_____

FOR OFFICE USE ONLY

Application Status Accepted / Rejected

Booking Date

Area

Rate

Payment Plan

Cheque No.

Date

Bank

Amount

Checked By

Dated

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE APPLICANT(s)

RESIDENT OF INDIA

- Copy of Pan Card
- Address Proof
- ID Proof
- Bank attested Signatures (Original Copy)
- Photographs in all cases

PARTNERSHIP FIRM

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Bank attested signatures (Original Copy)

In case of one of the partners has signed the documents, an authority letter from the others authorizing the said person to act on behalf of the firm.

PRIVATE LIMITED OR LIMITED COMPANY

- Copy of PAN Card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company
- Secretary/Director/ Authorized Signatory of the Company.
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the Company.
- Bank attested signatures (Original Copy)
- Address proof of Company / Form 18

HINDU UNDIVIDED FAMILY (HUF):

- Copy of PAN Card of HUF
- Authority letter from all members/co-partners of HUF authorizing the Karta to act on behalf of HUF.

NRI / FOREIGN NATIONAL OF INDIAN ORIGIN:

- Copy of individual's passport
- In case of demand draft (DD), the confirmation form from the banker stating that the DD has been prepared from the proceeds of NRI / NRE/NRO account of the Applicant(s)
- In case of Cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

Terms & Conditions for Allotment (forming part of booking Application for Commercial shop at IQ LIFESTYLE PLAZA, A Project By Pacific Habitats India Pvt. Ltd.)

A. Definition & Interpretation

"Allotment letter", Means the Commercial shop buyer's agreement to be executed by the applicant and the Company on the Company(s) standard format.

"Applicant" means person(s) applying for allotment of the Said Commercial shop whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed the terms and conditions of this Application.

"Application" means whole of this application form including all annexure, schedules, terms and conditions for allotment of the Said Commercial shop in this Said Complex.

"Company" means M/s Pacific Habitats India Pvt.Ltd.

"Common areas" means all facilities to be used by all the Commercial shop owners of the block, such as all walls, the foundations, columns, column thickness, girders, beams, supports, main walls, roofs, halls, entrance lobbies, corridors, staircases, stair case shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts fire escapes. These limited common areas pertaining to an individual block shall be divided among the Commercial shop owners of the block on pro-rata bases of the total saleable area of that block.

"Common area of the project" Area pertaining to Electric sub-station, control panel room, installation area of transformers and DG sets, guardrooms, guardtowers, entrance and exit of the complex, water supply, treatment plants, pump houses, sewerage system and STP, EPABX system, common toilets for guards and drivers etc, rain water harvesting system and club and all other recreational facilities etc.

The common areas as defined above shall be distributed on pro-rata basis among all the allottees of the complex. This share of the limited common area and the share of the common area shall be added to the built up area and shall form the SALEABLE AREA.

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

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

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

"Maintenance Charges" means the maintenance to be paid by the Applicant for the maintenance and up keep of the said Complex/ Said Building /Said Commercial shop to be paid as per the payment plan to Company or its Maintenance Agency at prescribed rates of the saleable area of the Said Commercial shop, payable on monthly basis, along with the areas appurtenant to the Commercial shop.

"Non-Refundable Amount" means interest paid or due on delayed payments, deduction of brokerage paid by the Company and any loss due to reduction in the Market price, if any etc.

"PLC" means charges for the preferential location of the Said Commercial shop payable/ as applicable to be calculated on the per sq.ft./ per sq. mtr. Basis of saleable area of the Said Commercial shop, as mentioned in Application here in above.

"Said Commercial shop" shall mean the specific Commercial shop applied for by the Applicant in the Said Building , details of which has been set out in the Application and includes any alternative Commercial shop, if allotted to the Applicant in lieu of the said Commercial shop.

"Said Building" means the building in the Said Complex, as mentioned in this Application in which the Said Commercial shop may be located.

"Said Complex" means the complex to be developed on the Said Land under the name and style of "IQ LIFESTYLE PLAZA "as per the building plans as approved by the competent authority, comprising of high-rise commercial Commercial shops , buildings , club house, etc.

"Said Land" means the land admeasuring approximately 1725 Sq. Meters.

"Taxes" shall mean any and all taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess / fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the developed/ construction of the Said Commercial shop/ Said Building/Said Complex.

"Total Price" means the amount which includes Basic Sale Price, PLC (floor / Location), IDC/EDC, ESSC, IFMS, Club membership as applicable, power back up, does not include other Amount(s), charges, security amount etc. which are payable as and when demanded by the Company in accordance with the terms of this Application, including but not limited to:

- i. Maintenance Charges, Additional PLC (in case of flat gets preferentially located at a later stage) as defined in clause 27 municipal tax on the Said Commercial shop.
 - ii. Stamp Duty ,Registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the applicant.
 - iii. The cost of prepaid electric meters for individual Commercial shops along with required accessories.
 - iv. Cost of additional parking space(s) available, if any allotted to the Applicant at a later date, on its demand.
 - v. Any other charges that may be payment by the Applicant as per other terms of the Application and such other charges as may be demanded by the Company.
 - vi. Sinking Fund @Rs. _____ Rs sq. Ft. of the saleable area.
 - vii. All rights on basement(s), etc, salves with the builder unless allotted separately.
 - viii. Service tax or any other tax as applicable/ levied from time to time.
- Which Amount(s) shall be payable by the applicant in accordance with the terms and conditions of the application/ allotment and as per the demand raised by the company from time to time.

For all intents and purposes and for the purpose of terms and conditions set out in this application, singular includes plural and masculine includes feminine gender.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Allotment Letter/ Sale deed which upon execution shall supersede the terms and conditions set out in this application.

B. TERMS & CONDITIONS FOR ALLOTMENT

1 The intending allottee(s) has/have applied for allotment of a commercial unit with the full knowledge and subject to all the laws/notifications and rules applicable to this area in general which have been explained by the Company and understood by him /her / them.

2 The intending allottee(s) has/have fully satisfied himself/ herself/ themselves about the interest and the title of the Company in the said land on which the unit will be constructed and has/have understood the obligations in respect thereof and there will be no more investigation or objection by the intending allottee(s) in this respect.

3 The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agrees that Company may affect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by the Competent authority and the intending allottee(s) hereby gives his/her/their consent to such variation/ addition/alterations/deletion and modification.

4 The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme.

5 The intending allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/ their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible.

6 The intending allottee(s) agrees that if the company allots the said Commercial shop (hereinafter defined) then the applicant agrees to pay the total price (hereinafter defined) and all other Amount(s), charges and dues as per the payment plan opted by the applicant and/or as and when demanded by the company or in accordance with the terms of this application/agreement (hereinafter defined) that shall be executed by the company in accordance with company's standard document.

7 The intending allottee(s) agrees that he/she/we shall pay the price of the unit on the basis of the super area i.e covered area inclusive of proportionate common area and all other charges as and when demanded. He/she/We also agree(s) to make all payments through demand drafts/ cheques drawn upon and payable at Lucknow only.

8 The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 20% of the Basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of Allotment Letter/ Agreement as also in the event of failure by the intending allottee(s) to sign the Allotment Letter / Agreement within the time allowed by the Company.

9 The intending allottee(s) has clearly understood that by submitting this application the applicant does not become entitled to the final allotment of the said Commercial shop in the said complex notwithstanding, that the company may have issued a receipt in acknowledgement of the money tendered with this application by the applicant. The intending allottee(s) further understands that only after issuance of the allotment letter, the allotment will get confirmed after execution of the sale deed, and agreeing to abide by the terms and condition laid down therein. If the applicant fails to execute the sale deed within 60 (sixty) days from the date of dispatch of information, the earnest money (hereinafter defined) along with the non-refundable amounts (hereinafter defined), which is paid by the applicant shall stand forfeited. If for any reason, the company is not in a position to finally allot the said Commercial shop within a period of 1(one) year from the date of application, the company shall refund the amount deposited by the applicant with simple interest @10% per annum calculated for the period such amount has been lying with the company for which the applicant will give notice to the company after expiry of 1(one) year.

The company shall refund such amount within 30(thirty) days of receipt of such demand notice from the applicant. The applicant understands that the company has no other liability of any kind except to refund this amount.

10 The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest as per the agreement on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular /delayed payments/non fulfillment of terms of payment and the allotment may be cancelled at the discretion of the Company.

11 In case of default of dues of the financial institution/ agency by BUYER, the BUYER authorize the company to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/ institution agency on receipt of such request from financial institution/agency Without any reference to BUYER,

12 In case the BUYER wants to avail a loan facility from his/her/their employer or financial institution/ agency to facilitate the purchase of the Said Unit, the Company shall co-operate With the Allottee(s) during the financing process, subject to the following:

- a. The terms of the financial institution/ agency shall exclusively be binding and applicable upon the BUYER alone.
- b. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the Buyer. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment of the Company, as per schedule, shall be ensured by the BUYER, failing which the BUYER shall be governed by the provisions contained in clause stated as above.

13 The refund after deduction of Earnest Money and adjustment of interest accrued on de-layed payments, if any, will only be made out of the same proceeds, when realized from there-allotment of the said unit. If, for any reason, there-allotment or the sale realization from such re-allotment is delayed, the refund to the BUYER shall be accordingly delayed, without any claim towards interest for such delay.

14 At present, the safety measures have been provided as per existing fire code/ regulation.

15 The intending allottee(s) agree(s) to reimburse to the Company and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, on land and /or the building as the case may be from the date of application.

16 The Company shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to force majeure circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan applicable to him/her/ them. The Company on completion of the construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.

17 The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Company or its nominated agency as and when demanded by the Company or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other buyers.

18 The Sale Deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from his/her/them full price and other connected charges. The cost of Stamp duty and registration/ mutation, documentation charges etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/ Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed/mutation of the unit in favour of the intending allottee(s). The freehold charges will be ____ of the basic cost of proportional area of the land prevalent at the time of booking.

19 As per the hi-Tech Township Policy of the Govt. the land acquired or resumed by the Govt. for hi-Tech Township will be on lease hold title basis. The Developer Company has resumed and acquired lands under the Hi-tech township policy of the govt. At the same time, the land has been directly purchased from the land owners without availing any benefit or the concessions in built in the policy. Thus both categories of land have been procured in the project area. Accordingly, the allottee(s) have options to get the land with the freehold title or the lease hold title as per their option. The allottee(s) who opt for Freehold rights shall pay an amount of _____ of the basic cost on which the plot has been purchased by him as freehold charges and this amount will be payable at the time of getting the deed registered along with the possession of the developed land. In case the allottee(s) opt for a lease hold title on the land at the time of registration of the deed then he has option to get the lease hold deed registered along with the possession and in such cases, he will have to pay the freehold charges @ _____ of the circle rate or the current market value whichever ever is more at the time of conversion for lease hold right to freehold. The First Party (The Developer Company/SPV) will pay freehold charges as may be demanded by the Govt but the allottee(s) will pay this money to Developer /SPV at the time of conversion of the title from lease hold to freehold as defined herein.

20 That if the land covered under the plot belongs to Gaon Sabha either in full or in fraction in the future then the allottee(s) shall enjoy free hold right and expenses involved in making The lease hold land of Gaon Sabha to free hold category will be paid to Govt. by the developer and the same shall be charged proportionally to the allottee(s).

21 The intending allottee(s) shall get his/her/its complete address registered with the Company at the time of booking and It shall be his/her/their responsibility to inform the company by registered A/D letter about all subsequent changes, if any, in his/her/their address(es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and consequences that might occur therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.

22 The company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the company.

23 Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this proposal shall not give to the allottee(s) any right or interest therein.

24 The allotment of the unit is entirely at the discretion of the company.

25 The price of the unit stipulated herein is based on All India Whole Sale Index for all commodities as ruling in _____. If however, during the progress of the work, escalation in cost takes place which will be based on All India Whole Sale Index for all commodities the effect of such increase as assessed by the company and intimated to the Intending allottee (s) shall be payable by him/her/them over and above the price. Calculation of escalation will be done as mentioned in escalation clause of the Allotment Letter/ Agreement. The decision of The company in this respect shall be final and binding on the intending allottee(s). The increased incidence may be charged and recovered by the company from the intending allottee(s) with in one or more of the installments or separately as per the formula for calculating escalation cost given in the Buyers Agreement.

26 The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.

27 Any dispute or differences arising out of /touching and/or concerning this transaction which may arise between the Company and the allottee(s) during currency or expiry of this transaction, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they cannot agree upon a single arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceedings shall be governed by the then prevailing rules and provision of Arbitration and Conciliation Act, 1996.

28 Any dispute or legal proceedings arising out of this transaction shall be subject to jurisdiction of the courts where property under subject to sale is situated.

29 The intending allottee(s) agree(s) to pay the total basic sale price and other charges of unit as per the payment plan (down payment/installment plan) opted by him/her/them.

30 The internal maintenance of Said Unit including walls and portions, pipes, attached lawns and terrace area shall be exclusive responsibility of the BUYER from the date of possession or possession Due Date, whichever is earlier.

31 The company has made clear to the BUYER that it shall be carrying out extensive development /Construction activities for many years in future in the colony and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage systems etc. of additional development/construction with the existing ones in the colony. The BUYER has confirmed that he/she/they shall not make any objection or make any claim or default any payments as demanded by the company on account of inconvenience, if any, which may be suffered by him/her/them due to such developments/construction, activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said.

32 The intending allottee(s) shall not put any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external façade of the building or anywhere on the exterior of the building or common areas.

33 The intending allottee(s) shall also not change color scheme of the outer walls or paintings of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. This clause is applicable only in cases where the constructed unit is allotted to the allottee(s).

34 The allottee(s) shall not use the premises for any activity other than the use specified for.

35 In case there are joint intending allottees all communications shall be sent by the company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has/have agreed to this condition of the company.

36 The intending allottee(s) agree(s) 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 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 any reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body, or if non delivery of possession is as result of any notice, order, rules or notifications of the Government and/ or any other public or competent authority or for any other reason beyond the control of the company and in 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 premises on account of force majeure circumstances.

37 This unit is the part of Hi-Tech township projects as approved by the Government of Uttar Pradesh and is being allotted by the Developer Company with the belief that all the rules and policies laid down by the Government have been complied with. 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 this unit then the Developer Company shall not be liable to pay for any damages to the allottee(s) and in such a situation the money deposited by the applicant shall be refunded to him/her by the Developer Company with Simple Interest as per the bank rates admissible for Savings Bank Account.

38 The company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme.

39 In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) and any interest or compensation as determined by the prevailing guidelines of the Real Estate Regulatory Authority (RERA) Act 2016 and any other legal or regulatory governing bodies.

I/ we have fully read and understood the above mentioned terms and conditions and agree to abide by the scheme.

Signature of First applicant

Signature of Second applicant

Date

Place.....