



BOOKING BOOKLET

Application for Provisional Booking/Allotment of a Commercial Space/Unit in the commercial component/area named as "MSS BLISS SQUARE" proposed to be developed at Plot No. ML-1, Karpuripuram, Ghaziabad, Uttar Pradesh having MIXED LAND USE (COMMERCIAL & RESIDENTIAL)

Application No.: _____

Date: _____

To,
M/s MSS Infracon Pvt. Ltd., ("the Company")
15, GT Road, Chaudhary Complex,
Chaudhary Mor, Ghaziabad – 201001,
Uttar Pradesh

Dear Sir / Madam,
I/We request that I/we may be provisionally allotted a commercial area/unit in the commercial component/area named as "MSS Bliss Square" ("the Project") proposed to be developed on the land bearing Plot No. ML – 1 located at Karpuripuram, Ghaziabad, Uttar Pradesh having mixed land use (commercial & residential).

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

1. Sole or First Applicant

Mr./Mrs./Ms. _____ S/W/D of _____

Permanent Address: _____

Pin Code _____

Correspondence Address: _____

Pin Code _____

Telephone No.: _____ Mobile No.: _____

E-Mail: _____ Date of Birth: ____/____/____

Marital Status: Married ☐ Unmarried ☐ Date of Anniversary ____/____/____

Nationality: _____ Residential Status: Resident / NRI / PIO _____

PAN No.: _____

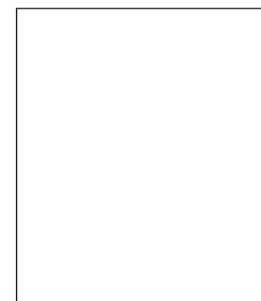
Occupation: Govt. Servant ☐ Private Sector ☐ Self Employed ☐

Professional ☐ Others _____

Office Name _____ Designation: _____

Office Address: _____

Telephone: _____ E-Mail: _____



2. Second Applicant

Mr./Mrs./Ms. _____ S/W/D of _____

Permanent Address: _____

Pin Code _____

Correspondence Address: _____

Pin Code _____

E-Mail: _____ Date of Birth: ____/____/____

Marital Status: Married ☐ Unmarried ☐ Date of Anniversary ____/____/____

Nationality: _____ Residential Status: Resident / NRI / PIO _____

PAN No.: _____

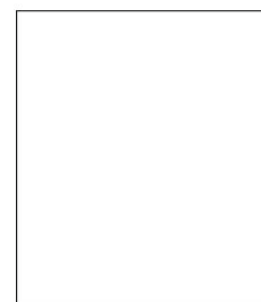
Occupation: Govt. Servant ☐ Private Sector ☐ Self Employed ☐

Professional ☐ Others _____

Office Name _____ Designation: _____

Office Address: _____

Telephone: _____ E-Mail: _____



Note: 1. For additional applicants use separate sheet(s). 2. Photocopy of valid ID, Address proof & PAN Card to be attached.

Signature of Applicant(s)

3. If the Applicant is a Partnership Firm:

M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932, through its part Shri/Smt. _____ authorized vide resolution dated _____ (copy of the resolution signed by all Partners required).

Registration No.: _____ PAN/TIN: _____

4. If the Applicant is a Company:

M/s _____ a Company within the meaning and provisions of the Companies Act, 2013, having its Corporate Identification No _____ and having its Registered Office at _____ through its duly authorized signatory Shri/Smt. _____ authorized vide Board Resolution dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

PAN: _____

5. Tentative Details/Particulars of the Residential Apartment applied for:

Space/Unit No. _____ Floor _____ Super Area _____ Sq.ft. _____ Sq.Mtr.

Built-up Area _____ Sq.ft. _____ Sq.Mtr.

("The Unit")

Covered Car Parking Slot (Required Numbers) _____

Note: The above details/particulars of the Unit are subject to the Terms & Conditions contained in Annexure-1 to this Application Form.

6. COST OF THE UNIT

Sr. No.	Particulars		Amount
1	Basic Selling Price (BSP)		
2	Preferential Location Charges (PLC)		
3	EEC / FFC		
4	Power Back-Up _____ KVA @ _____		
5	Club Membership Charges		
6	Charges of Parking slot		
7	Interest Free Maintenance Security (IFMS)		
8	Any other charges*		
9	Total Cost / Consideration		

(Rupees _____ only)
("the Total Cost" or "the Sale Consideration + Service Taxes")

Note:

*1. Electricity Connection, Meter Installation, Water, Sewer Charges and/or Charges for any other Utility Connection shall be determined and informed at the time of possession.

2. Service Tax and/or any other tax/levy would be payable additionally as applicable on prevailing rate at the time of each payment. In case the Unit is allotted to the Applicant(s) and the same to be conveyed to the allottees in pursuance of the allotment, the Stamp Duty & Registration Fees as payable on the Title Conveyance Deed of the Unit and all the allied charges shall be additionally payable over and above the Total Cost as and when demanded by the Company.

Signature of Applicant(s)

7. **MODE OF PAYMENT:**

- A. Down Payment Plan ☐ B. Flexi Payment Plan ☐ C. Construction Linked Plan ☐
D. Any Other _____

PAYMENT PLAN

DESCRIPTION	%age of BSP	%age of Additional Charges
At the time of Booking		
Within 30 Days of Booking		
On Start of Excavation		
On Start of Foundation / Raft Casting		
On Start of Basement Slab		
On Start of Ground Floor Slab		
On Start of 3rd Floor Slab		
On Start of 6th Floor Slab		
On Start of 9th Floor Slab		
On Start of 12th Floor Slab		
On Start of Internal Plaster		
At the time of Offer of Possession		

("the Payment Plan")

I/We remit herewith/have remitted a sum of Rs. _____ (Rupees _____ only)
by Bank Draft/Cheque No. _____ dated _____ drawn on
_____ Bank payable at _____ as booking amount.

In the event of the Company agreeing to provisionally allot the Unit to me/us, I/We agree to pay further installments of the Total Cost and all other dues/charges as stipulated in this Application/Booking Form and/or the Allotment Letter to be signed in pursuance of this Application/Booking Form as per the Payment Plan as explained to me/us by the Company and understood by me/us.

I/We have clearly understood that this Application/Booking Form does not constitute an Agreement to Sell and I/We do not become entitled to the provisional allotment and/or possession of the Unit and/or any other Unit in the Project notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered at any time prior to or with this Application/Booking Form. I/we agree to sign and execute the Allotment Letter on the Company's standard format agreeing to abide and agree by the terms and conditions of the same. I/We have read the standard format of the Allotment Letter of the Company.

If, however, I/We fail to execute and return the Allotment Letter within thirty (30) days from the date of its dispatch or intimation to sign the Allotment Letter issued by the Company then this application shall be treated as cancelled only at the sole discretion of the Company and the earnest money (as defined in Clause 42 of the terms and conditions mentioned in Annexure – 1 to this Application/Booking Form) paid by me/us shall stand forfeited.

I/We am/are making this application with the full knowledge that the site plans, location/particulars of the Unit & the other terms and conditions as stated in this Application/Booking Form for allotment are entirely tentative and are liable to be changed, altered, modified, revised, added, deleted, substituted or recast at the sole discretion of the Company as it may deem fit. I/We agree to abide by the terms and conditions of this Application/Booking Form including those relating to payment of Total Cost and other Charges, forfeiture of the earnest money as laid down herein and the execution of the Allotment Letter.

Signature of Applicant(s)

In case I/We have paid an amount less than the amount payable at the time of booking thereby promising to pay the rest in due course but if I fail to make the payment(s) as per my promise, in that event the Company shall be at liberty to cancel the booking and refund the amount deposited by me/us after deduction/forfeiture of cancellation charges to the tune of Rs. 50,000/-.

DECLARATION

I/We the Applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I have read, understood, agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter to be executed in pursuance of this application.

Yours faithfully,

Date_____

Place_____

Signature of Applicant(s)

FOR OFFICE USE ONLY

RECEIVEING OFFICER

Name_____Signature_____Date_____

1. Accepted_____ Rejected_____

2. Shop / Unit Details_____

3. Mode of Booking

Direct (Sales Person Name)_____

Associate (with Name & Stamp)_____

ANNEXURE – 1

PRINCIPAL TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF A COMMERCIAL SPACE/UNIT IN THE COMMERCIAL COMPONENT/AREA PROPOSED TO BE DEVELOPED ON THE LAND BEARING PLOT NO. ML – 1 LOCATED AT KARPURIPURAM, GHAZIABAD, UTTAR PRADESH HAVING MIXED LAND USE, COMMERCIAL AS WELL AS RESIDENTIAL.

The principal Terms and conditions for provisional allotment are set out herein below which shall form part and parcel of the comprehensive Allotment Letter to be executed between the Company and the Applicants/Intending Allottee(s).

1. The Applicant(s) is/are aware that the Company has been allotted a plot of land having mixed land use (Commercial & Residential) admeasuring 12,620 Sq. Mtr. in the Karpuripuram Yojna of Ghaziabad ("the Land") by the Ghaziabad Development Authority ("GDA") vide Letter dated 29/12/2014 and the Sale/Development Agreement with respect to the Land was made and executed in favour of the Company by GDA vide 02/06/2015 duly registered in Bahi No. 1, Jild No. 9848 on Pages 399 – 414 at No. 7691 in the office of Sub-Registrar II, Ghaziabad, Uttar Pradesh on 15/06/2015 ("the said Agreement").
2. The Applicant(s) is/are aware that having acquired the vacant possession of the Land, the Company is constructing Commercial Spaces/Units of various sizes and dimensions collectively named "MSS Bliss Square" as the commercial area/component on the Land and is entitled to allot the commercial spaces/units proposed to be developed & constructed to the intending purchasers.
3. As per the Building/Layout Plan of the Project, it is envisaged that the commercial spaces/units and the residential apartments on all floors shall be allotted as an independent unit with importable and undivided proportionate share of free hold rights, in the land area underneath of its block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities, if any, for the commercial spaces/units and/or the residential apartments to be used and maintained jointly by all the allottees in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the allottees shall not be permitted to carry out any construction on the terrace(s).
4. These are the Principal/Indicative Terms and Conditions for provisional allotment of the Unit which shall form part and parcel of the comprehensive Allotment Letter to be executed between the Company and the Applicant(s). These Terms & Conditions do not vest any title in the Unit in the Applicant(s) or any other Person. The Company shall have the exclusive right to accept/reject this application in its sole discretion without assigning any reason.
5. The Applicants(s) has/have applied for allotment of the Unit after satisfying himself/herself/themselves that he/she/they has/have understood and appreciated the content and the implications of the laws applicable to the Company and to the Unit/Project.
6. The Applicant(s) has/have full knowledge of applicable laws, notification, rules, regulations and policies applicable to the Land, the Project and the Unit as framed by Government and/or GDA, and has acknowledged and understood that stipulations, terms and conditions contained in the said Agreement executed between GDA and the Company shall form integral part and parcel of allotment of the Unit, if made.
7. The Applicant(s) has/have confirmed and assured the Company, that prior to applying for allotment of the Unit, he/she/they has/have read and understood the terms and conditions contained in this Application/Booking Form and implications thereof and the Applicant(s) has/have further confirmed that he/she/they is/are fully acquainted with the provisions of the Allotment Letter to be signed in pursuance hereof and shall comply with the same, when applicable and from time to time with the stipulations of the Allotment Letter and/or any directions issued by GDA dealing with the matter.
8. The Applicants(s) has/have demanded from the Company and THE COMPANY HAS READILY ALLOWED THE APPLICANTS(S) INSPECTION OF THE SITE, PROPOSED BUILDINGS PLANS, SPECIFICATIONS, OWNERSHIP RECORD OF THE LAND AND ALL OTHER DOCUMENTS THAT THE APPLICANTS(S) CONSIDERS RELEVANT FOR THE TRANSACTION CONTEMPLATED HEREIN, and as a result hereof and/or otherwise the Applicants(s) has/have fully satisfied himself/herself/themselves in all respects with regard to, all the details of the Unit and all common area/facilities. The Applicants(s) has/have satisfied himself/herself/themselves about the right, title and capacity of the Company to deal with the Unit/Project and has understood all the limitations and obligations thereof.
9. THE Applicants(s) is/are aware of and has acknowledged and understood that the BUILDING PLANS OF THE PROJECT ARE TENTATIVE with such changes or modifications as may be carried out by GDA and/or any other competent authority/Architect of the Company.

Signature of Applicant(s)

10. The Applicants(s) is/are aware and acknowledges that the permissible Floor Area Ratio (FAR) shall be as per the prevailing Building Byelaws of GDA which comprises of limited nos. of the units/apartments in proportion to the population density. Thereafter additional purchasable FAR, compoundable FAR and Green Building FAR etc. shall be permissible as per GDA's regulations from time to time. Also that in the eventuality of change in FAR the Company shall have the right to explore the terrace or by adding new towers to achieve the enhanced FAR. The Company can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Company and if as a result thereof, there is any change in the boundaries, greeneries, swimming pools, common area, undivided areas or areas of the Unit, the same shall be valid and binding on the allottee(s). In case of variations, deletions, additions, alternations in the plans made either by the Company as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the position of the Unit, change in the number of unit, change in its dimensions, change in the height of the building, change in Super Area of the Unit, and the Applicants(s) hereby gives his/her/their consent to such variations, additions, deletions, alterations and modifications as aforesaid (hereinafter referred as "the "Permitted Alterations"). By signing these terms & conditions & the Allotment Letter in pursuance hereof, it shall be presumed all time consent of the Applicant(s)/allottee(s) for all which has been stated herein. The Applicants(s) is/are also aware that structure of the proposed building shall be designed, planned and erected keeping in view the aforesaid provisions.
11. The Sale Consideration, for the Unit and other charges, are based on the Super Area of the Unit and shall be paid by the Applicant(s)/allottee(s) in accordance with the terms herein. The Super Area of the Unit shall be the sum of unit area of the Unit, its pro-rata share of Common Areas in the entire building and pro-rata share of other Common Areas outside the commercial spaces/units buildings earmarked for use of all units' allottees in the project. Whereas the Unit Area of the Unit shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards, space for AC unit and lofts etc. and half the area of common walls with other premises/units, which form integral part of the Unit.
- Common Areas shall mean all such parts/areas in the project which the allottee(s) shall use by sharing with other occupants of the project including entrance lobby, driver's/common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, electric substation, DG set room, fan rooms, Laundromat, maintenance offices/stores, security/ fire control rooms and architectural features, if provided and parking areas if parking is free.
- Super Area of the Unit if provided with exclusive open terrace(s) shall also include area of such terrace(s), the Unit allottee(s) shall, however, not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.
- It is specifically made clear that the computation of Super Area of the Unit does not include the following:
- Sites for residential apartment/units.
 - Sites/Buildings/Area of Community facilities/Amenities like Nursery/ Primary/Higher Secondary School, Club/Community Centres, Dispensary, Creche, Religious Buildings, Health Centres, Police Posts, Electric Sub-Station, Dwelling Units for Economically Weaker Sections/Services personnel.
 - Roof/Top terrace above the units excluding exclusive terraces allotted to units.
 - In case of paid parking -Covered / Open Car Parking Area within/around Buildings for allottees/visitors of the project.
12. The Sale Consideration amount may be increased on account of the Permitted Alterations and the Applicant(s)/allottee(s) shall pay without demur such increased amount of Sale Consideration at such times as may be required by the Company. In the event that the Consideration amount is decreased pursuant to the Permitted Alterations, the excess amounts, if any, paid by the Applicant(s)/allottee(s) shall be adjusted towards outstanding amount payable by the Applicants(s)/allottee(s) and thereafter if there is any excess, then the same shall be refunded without any interest by the Company. Provided further that any changes, as a result of the Permitted Alterations, shall not be construed to give rise to any claims, monetary or otherwise. Any increase or decrease in the Super Area of the Unit shall be payable or refundable on a pro rata basis, without any interest at the agreed rate per Sq. Ft. as may be more specifically described in the Terms and Conditions and that the other charges as specified herein will be applicable for the changed area pursuant to the Permitted Alterations at the same rate at which the Unit was allotted.
13. Any alterations/modifications resulting in +/-3% change in the original super area of the Unit, there will be no extra charge/claim by the Company/allottee(s).

Signature of Applicant(s)

However any major alterations/modifications resulting in more than +/-3% change in the super area of the Unit at any time prior to and up to the possession of the Unit, the Company shall intimate to the allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him/her/them and the allottee(s) agree/s to inform the Company in writing his/her/their consent or objection to the Company within 15 days from the date of such notice failing which the allottee(s) shall be deemed to have given his non consent/objection, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s)/allottee(s) without any deduction and without any interest. In case of decrease in the Super Area of the Unit as a result of Permitted Alteration, the Company shall refund the excess amount charged from the Applicant(s)/allottee(s) without interest. The Applicant(s) agree/s that any refundable/payable amount (without any interest) would be at the rate per Sq. Ft. as mentioned in the Application/Booking Form/Allotment Letter. If for any reason, the Company is not in position to allot the Unit applied for by the Applicant(s), the Company may offer an alternate Unit to the Applicant(s) and in case the same is not acceptable to the Applicant(s), the Company will refund the amount deposited by the Applicant(s) to him without any interest within 45 days of refund request and the Applicant(s)/allottee(s) shall not raise any objection to the same.

14. The Applicant(s) has/have all necessary power, authority and capacity to bind himself/herself/themselves to these Terms and Conditions and to perform his/her/their obligations herein.
15. The Applicant(s) is/are aware that until the Transfer/Conveyance Deed with respect to the Unit is executed & registered in his/her/their favour, the Company shall continue to be the owner of the Unit and also the construction thereon and this application and/or the allotment made in pursuance hereof shall not give to the Applicant(s)/allottee(s) any rights or title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the Unit for all its dues that may become due and payable by the Allottee(s)/Applicant(s) to the Company.
16. The detailed terms of transfer of the Unit shall be based on the definitive legal document for the transfer of property ("Transfer Deed") which shall be executed between the allottee(s) and the Company and shall include the entire understanding between the parties relating to the conveyance of the Unit to the allottee(s). Provided that the Transfer Deed shall be executed only after the Total Cost has been received from the Applicant(s)/allottee(s) along with other applicable duties, charges and expenses, the construction of the Unit is completed in all respects and subject to the Applicant(s)/allottee(s) complying with all the provisions hereof and/or the Allotment Letter. Provide further that the Transfer Deed shall be executed only after the Unit is in a deliverable state.
17. NOTHING HEREIN CONTAINED shall be construed to provide the allottee(s) with the right, whether before or after taking possession of the Unit or at any time thereafter, TO PREVENT THE COMPANY FROM CONSTRUCTING OR CONTINUING WITH THE CONSTRUCTION & DEVELOPMENT of the Other Areas, Building(s), Estates Homes/Villas/Town Homes/Apartments/Units or Other Structures in the area adjoining the Unit, putting up additional constructions in the Project and amending/altering the building plans.
18. The execution and/or registration of the Transfer Deed SHALL NOT ABSOLVE the Applicant(s)/allottee(s) of any of his obligations herein.
19. The Applicant(s)/allottee(s) shall make such payments towards the sale consideration for the Unit at such times as detailed in the Payment Plan without any requirement for the Company to send out any notice or intimation to the Applicant(s)/allottee(s) that the Consideration or any part thereof has become due & payable. All payments by the Applicant(s)/allottee(s) are required to be made by demand drafts or by cheques favouring the Company or the person designated by the Company, as the case may be, payable at GHAZIABAD. TIMELY PAYMENT OF CONSIDERATION AS PER THE TIME LINES AS DETAILED IN THE PAYMENT PLAN is the ESSENCE of allotment of the Unit and relationship between the Company and the Applicant(s)/allottee(s).
20. Upon completion of construction, the allottee(s) shall acquire, the Unit along with the importable and undivided proportionate share of free hold rights in the land on which the Unit is constructed for the Total Cost/Sale Consideration.
21. The Transfer Deed with respect to the Unit shall be got executed in favour of the allottee(s) by the Company after the entire payment of the Total Cost/dues and other charges in respect of the allotted Unit are paid by the allottee(s).
22. The registration charges including all cost of stamp papers, registration fees, documentation fees, official fees, deed writer's/advocate's fee and other charges including all informal charges shall as informed and intimated by the Company be borne by the allottee(s).

Signature of Applicant(s)

23. The Company shall complete construction of the Unit within 36 months from the date of approval of building plans by the Competent Authority or from the date of Allotment Letter signed between the Applicant(s) & the Company, whichever is later, and subject to the grace period of 6 months for completion of construction due to force majeure circumstances as detailed below, shall offer possession of the Unit. However it is agreed that the Company can offer possession of the Unit at any time prior to the above said date if the Unit is ready for delivery.
24. The Company shall issue a written intimation about completion of the Project and/or notice for possession of the Apartment to the allottee(s). On receipt of the said intimation/notice for possession, the allottee(s) shall pay the balance sale consideration and comply with the other necessary formalities viz. obtaining NOC from the Accounts Department of the Company, execution of the desired agreements/documents, registration of the Transfer Deed etc. FROM THE DATE OF PAYMENT OF THE BALANCE SALE CONSIDERATION AS AFORESAID, A "FIT-OUT-PERIOD" OF 45 DAYS will commence for installation of hardware accessories, if any & final touch of paint etc. in the Unit. The Company shall ensure that possession of the Unit is handed over to the allottee(s) before expiry of the Fit-out Period.
25. Notwithstanding anything stated herein, completion of construction of the Unit/Project is subject to the force majeure circumstances which includes delay in completion of the Unit/Project for any reason beyond the control of the Company e.g. strike of workforce, civil commotion, war enemy action, terrorist action, non-availability of any building materials, natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc., farmers interruption or local residents of the area, any restrictive notice, order, rule, notification of Government, public or other competent authority, delayed payments, delay in grant of permission by the competent authority or any statutory notification or enactment of law or due to market condition etc. The Company shall be entitled to a reasonable extension of time in the event of any of the abovesaid circumstances.
26. The Applicant(s)/allottee(s) agrees and undertakes to take possession of the Unit within the time stipulated in the notice for possession by executing all the necessary indemnities/documents/agreements, as and when the said notice for possession is issued by the Company. Since the Project having number of buildings/towers, the construction will be completed in phases and so the possession shall be offered in Tower/Block wise manner.
27. All the major common facilities/area/services will be completed only after completion of construction of all the towers/blocks/structure. As such the allottee(s) agrees to take possession of the Unit as soon as it is made available for possession.
28. The allottee(s) shall get exclusive possession of the unit area of the Unit and will be transferred the title of said area along with impartable and undivided proportionate share (super area), in the land area underneath the block in which the Unit is located. The allottee(s) shall have no right in the remaining part of the Complex such as club, swimming pool, open spaces, parks, parking slots, public amenities, shopping centres and other facilities and amenities except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road. These and the land for other common facilities shall remain the property of the Company and subject to these, the allottee(s) shall be governed by U.P. Apartments Act, 2010 and/or the policies and regulations of GDA or any other competent authority.
29. If there is delay in offering possession of the unit as per the time line stipulated herein or handing over possession of the Unit after expiry of "Fit-out-Period" due to any other reason(s), as the case may be, the Company will pay to the allottee(s) DELAYED POSSESSION CHARGES @ Rs. 20/- per Sq. Ft. per Month in respect of super area of the Unit for delayed period only (commencing from the due date for offering possession or the date of expiry of "Fit-out-Period as the case may be) provided that all dues/instalments from the allottee(s) were received in time and he/she/they has/have complied with the requisite formalities as stated herein.
30. The Company shall, either itself or through some agency ("Maintenance Agency"), maintain the common areas, facilities & services in the complex in accordance with the provisions of the applicable Law and shall levy a charge for the services to be rendered. The maintenance charges as decided by the Company or the Maintenance Agency from time to time shall be intimated to the allottee(s) at the relevant time. The allottee(s) SHALL DEPOSIT THE MAINTENANCE CHARGES FOR THE INITIAL PERIOD OF ONE YEAR IN ADVANCE PRIOR TO TAKING OVER POSSESSION OF THE UNIT as and when demanded by the Company and thereafter the said charges shall be payable on quarterly basis.
31. The scope of maintenance and general upkeep of various services within the Complex shall broadly include operation & maintenance of lifts, operation & maintenance of generators excluding diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting.

Signature of Applicant(s)

The services outside the Unit but within the Complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the Complex.

32. Pending execution of the Maintenance Agreement, the allottee(s) shall pay the prevailing maintenance charges ("the Maintenance Charges"). Before taking possession of the Unit and pending execution of the Maintenance Agreement, the allottee(s) shall pay the amount towards one time Interest Free Maintenance Security ("IFMS") as may be intimated to him/her/them by the Company in this regard. The IFMS shall be refunded to the allottee(s) or transferred to the Apartment Owners Association of the Complex on expiry of the term of maintenance agreement or transfer of the common areas, facilities & services of the Complex to the said Association as the Company deems it appropriate.
33. Only upon timely and due payment of Maintenance Charges, the allottee(s) shall have the right to use the common facilities for the Unit. Provided, however, notwithstanding anything in this Clause 33, the allottee(s) shall not have the right to use the common facilities/area/services till such time the possession of the Unit has been taken by the allottee(s).
34. In addition to the Sale Consideration, the allottee(s) shall pay the additional expenses, if any, borne by the Company for any reason for providing external services etc. and/or there is an enhancement of charges by any Governmental Authority, including the GDA as borne by the Company. Upon written intimation by the Company to the allottee(s) of the aforesaid expenses/charges, the allottee(s) shall make prompt and due payment of such additional sums within 15 days of such demand by the Company.
35. **TIMELY PAYMENT** of the Sale Consideration and other dues as described hereinabove and/or the Allotment Letter as well and these Terms and Conditions are the essential prerequisite to the execution of the Transfer Deed. The allottee(s) hereby agree/s and understand/s that, notwithstanding anything stated hereinabove, **FAILURE OF THE ALLOTTEE(S) TO COMPLY WITH THE TERMS OF PAYMENT OF THE SALE CONSIDERATION SHALL ENTITLE THE COMPANY TO TERMINATE THE ALLOTMENT, REFUSE TO EXECUTE THE TRANSFER DEED AND FORFEIT THE EARNEST MONEY.** The Company shall, upon cancellation of Allotment, shall be free to deal with the Demised Premises in any manner, whatsoever, at its sole discretion. The amounts, if any, paid over and above the Earnest Money shall be refundable to the allottee(s) by the Company without any interest thereon in the manner as more particularly described in Clause 77, as if the cancellation by the Company was a cancellation by the allottee(s) as described in Clause 77. The terms of this Clause should not be construed to prejudice the rights of the Company to take any other actions against the allottee(s) as it may deem appropriate under the applicable Law.
36. Notwithstanding anything stated herein and without prejudice to the Company's right to cancel the Allotment or to refuse to execute the Transfer Deed, as provided herein, and without, in any manner condoning any delay in payment of the Sale Consideration, the allottee(s) shall be liable to make payment of interest at the rate of 1.5% per month or any part of the month, compoundable on annual rest and basis, on the outstanding amounts of the Sale Consideration from the due date upto their payment or cancellation of the Allotment. The payments made by the allottee(s) shall first be adjusted against the interest and/or any other amount, if any due from the allottee(s) to the Company under the terms herein and the balance available, if any, shall be appropriated against the instalment(s) due from the allottee(s) under the Terms & Conditions.
37. The allottee(s) shall abide by all applicable Laws as may be applicable to the Unit including inter alia all regulations, bye-laws, directions and guidelines of GDA framed/issued made thereunder and shall keep the Company indemnified, secured and harmless against all costs, consequences and damages, arising on account of noncompliance with the said requirements, requisitions and demands.
38. The allottee(s) shall use the Unit only and exclusively for the permitted commercial purpose which may include any shop or service of daily need viz. bakery, gift shop, stationary shop, book shop, saloon, beauty parlour, boutique, grocery, electronics store, medical store, office of professionals like advocate, CA, architect or any similar services but for no other purpose including without limitation to residential/industrial usage of any kind and/or for opening a meat shop, liquor shop, garbage shop etc.
39. The allottee(s) shall pay, as and when required under applicable Law or demanded by the Company, the stamp duty, registration charges and all other legal incidental expenses for execution and registration of the Transfer Deed.
40. The Applicant(s)/allottee(s) shall sign all such applications, papers and documents and do all such acts, deeds and things as the Company may reasonably require for safe guarding the interest of the present application/allotment of the Unit or for securing the interests of the allottee(s) and/or the Company, as the case may be.
41. The allottee(s) shall not create any encumbrance, charge or lien on any rights, accruing to him/her/them herein without prior written permission of the Company.

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42. The EARNEST MONEY shall be 10% OF THE BASIC SELLING PRICE OF THE UNIT.
43. If on account of any Law, the Company is prevented from completing the construction of the Unit or if the Company is prevented from delivering possession thereof to the allottee(s), on account of any action by any Third Party or outside the control of Company, or Governmental Authority, then the Company shall pay to the allottee(s), the amount of Earnest Money and other payment as had been received from the Applicant(s)/allottee(s), without any interest or compensation whatsoever, within such time and in such manner as may be decided by the Company which shall be final and binding.
44. The Applicant(s)/allottee(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Applicant(s)/allottee(s) is liable to pay as per the Payment Plan and to observe and perform all the covenants and conditions contained herein, and to keep to the Company and its Representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments/order, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of: (a) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant(s)/allottee(s) herein; (b) any other conduct by the Applicant(s)/allottee(s) or any of its Representatives as a result of which, in whole or in part, the Company or any of its Representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct; (c) any action undertaken by the Applicant(s)/allottee(s), or any failure to act by the Applicant(s)/allottee(s) when such action or failure to act is a breach of the Terms & Conditions herein; (d) any action or proceedings taken against the Company in connection with any such contravention or alleged contravention by the Applicant(s)/allottee(s).
45. The Applicant(s)/allottee(s) hereby covenants with the Company that from the date of the receipt of the Notice for Possession of the Unit or the date of receiving deemed possession, as provided herein, he/she/they shall, at his/her/their own cost, keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He/She/They shall neither himself/herself/themselves do nor permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.
46. The Applicant(s)/allottee(s) agrees not to use the Unit or permit the same to be used for any purpose other than for permitted commercial purpose as described hereinabove in Clause 38 or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Commercial Units/Residential Apartments in the Complex or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Unit which tend to cause damage to any flooring or ceiling of any Unit over or below or adjacent to his/her/their Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
47. The Applicant(s)/allottee(s) hereby undertake/s to abide by all laws, rules and regulations of Government, GDA and/or any local authority from time to time or any other laws as are applicable to the Unit/Complex from time to time. The Applicant(s)/allottee(s) hereby agrees that he/she/they shall comply with and carry out from time to time after he/she/they has/have been put in possession or deemed possession of the Unit, all the requirements, requisitions, usages, demands and repairs as may be and as are required to be complied with by the GDA, Municipal Authority, Government or any other competent Authority in respect of the Unit/Complex and the land on which the said Building is situated at his/her/their own cost and keep the Company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice for possession and in case of a consolidated demand it is to be paid by all the allottee(s) in proportion to the super area of his/her/their Unit. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the allottee(s) to the Company and the same shall be payable on demand.
48. The allottee(s) shall not, without prior permission of the Company, erect or permit to be erected any tents, trailer, shacks, tanks or temporary or accessory building or structures and the said permission shall be the sole discretion of the Company.
49. The allottee(s) shall not fix or place to the exterior of the Unit, any aerial, antenna, antenna poles, mats, citizen/amateur bond antenna.
50. The allottee(s) shall not place or affix any cloths line, drying rack or similar device at such a position so that the same is visible from any road or other area, to public view.
51. The allottee(s) shall not to use any portion of the Unit which is visible form outside, as a drying or hanging area for laundry of and kind.

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52. The allottee(s) shall not do anything or maintain in or outside the Unit or the common areas, anything which may become unsightly or a nuisance to the Complex. In the event of a dispute, the decision of Head of Operations of the Company/Apartment Owners Association shall be final & binding.
53. The allottee(s) agrees not to display any signage to public view on or outside the Unit, except one sign board at the specified place on the facade of the Unit in the colour & of dimensions as may be prescribed by the Company from time to time.
54. The allottee(s) shall not permit growth or maintenance of any weeds or other unsightly growth upon Unit and shall not place or allow to be placed in public view in the Unit or outside, any refused or unsightly object.
55. The allottee(s) agrees to maintain or cause to be maintained, the Unit, structures thereon, improvements, appurtenances, etc. in a safe, orderly, painted and attractive condition to ensure that all lawns, landscaping and sprinkler systems, etc. are installed and maintained in a neat & orderly condition.
56. The allottee(s) shall not erect, maintain or use on the Unit or common area(s) for any basketball board or other similar recreational equipment, either permanent or temporary.
57. The allottee(s) shall not enclose permanently or convert to other use any driveways, parking slots, etc.
58. The allottee(s) shall not, without prior written permission of the Company and/or the concerned Governmental Authorities, cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced at the cost and expense of the Purchase.
59. The allottee(s) shall not keep or permit keeping at the driveway area of the Unit, any trash, garbage or other waster materials and shall ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened from public view. The garbage bins may not be placed outside the driveway area of any unit/apartment except for a reasonable period for the garbage pickup to be accomplished. Further to ensure that all trash, garbage & their containers are animal proof.
60. The allottee(s) shall not raise, breed or keep in the Unit, any animal, livestock or poultry of any kind, except normal domesticated household pets like dogs or cats, which are not ferocious and shall ensure that the pets, if any, are leashed at times while on any area outside the Unit. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their Pets body waste. Any pet, which becomes a reasonable source of annoyance to other residents/occupants at the Project, may be ordered to be removed by the Company or the Maintenance Agency and the allottee(s) confirms that he/she/they shall have no objection to such removal. No reptile, amphibians or livestock may be kept in the Unit.
61. The allottee(s) shall not increase the Unit in size by filling in any water retention/lakes/drainage area on which it abuts. The allottee(s) shall not change or attempt to change the designs & the dimensions of these water retention/lakes/drainage areas.
62. It is admitted, acknowledged and so recorded by and between the parties that the allottee(s) shall, under no circumstances will be allowed to carry out any change whatsoever in the elevations and/or outer colour scheme of the Unit. This provision shall be applicable even after handing over of the physical possession and execution of the Title Deed. In case of non compliance of this provision by the allottee(s), the Company without any formal notice shall be at liberty to restore the original elevations and/or outer colour scheme. This shall be got done at the cost and risk of the allottee(s). The allottee(s) agrees that he/she/they shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The allottee(s) further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other units/apartments allottees/occupants in the Complex. The allottee(s) further agrees, undertakes and guarantees that he/she/they will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas. The allottee(s) further undertake/s as follows: (a) that he/she/they will not remove any load bearing wall of the Unit; (b) that he/she/they shall distribute the electrical load in the Unit in compliance with the electrical system installed by the Company and/or the Maintenance Agency; (c) the allottee(s) agrees and acknowledges that he/she/they shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of any of aforementioned conditions.
63. In case the allottee(s) want/s to avail a loan facility from his employer or financing bodies, to make payment for the purchase of the Unit allotted, the Company shall only facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the allottee(s) only.

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(b) The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan for the Sale Consideration will rest exclusively on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per Payment Plan/Schedule, shall be ensured by the allottee(s), failing which, the Allotment shall be governed by the provisions of default in payment as contained herein.

64. The Compensation for delay in delivery of the Unit by the Company shall be payable by the Company to the allottee(s) only after the Transfer Deed has been executed, after payment of Sale Consideration and the payment of the additional and/or other charges as detailed herein.
65. The Applicant(s)/allottee(s) hereby agrees that if the Applicant(s)/allottee(s) has/have at any time defaulted in making timely payment of any instalment/dues of the Sale Consideration, or has/have not made full payment of the price of the Unit and other charges due from the Applicant(s)/allottee(s), no Compensation for delay in possession shall be payable by the Company.
66. The allottee(s) 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 & all or any of the Common Areas/Facilities etc. and this shall be governed as per the applicable law. The Company can, as per applicable laws, transfer and assign the Common Areas/Facilities to a govt. body or association of apartment owners of in the Complex. The allottee(s) shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the Common Areas/Facilities and to any area which is not specifically sold or allotted or transferred to the allottee(s). The term common area and facilities shall mean and include the areas and facilities as specified by the Company in the declaration which may be filed by the Company in Form A, in compliance with Uttar Pradesh Apartment (Promotion of Construction, Maintenance and Ownership) Act 2010 and Rules, 2011 under the said Act.
67. The Company shall be responsible for providing internal services within the peripheral limits of the Complex, which inter alia include (i) laying of roads, (ii) laying of water line, (iii) laying of sewer lines and laying of electric lines. However, it is acknowledged and understood by the Applicant(s)/allottee(s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture are to be provided by the Government or GDA and/or the concerned local authority.
68. The Company covenant with the Applicant(s)/allottee(s) that on the Applicant(s)/allottee(s) paying the dues and performing the terms of this application and/or the Allotment Letter executed in pursuance hereof and stipulations on his part herein contained shall peaceably hold and enjoy the Unit without any interruption by the Company.
69. As and when the Unit is ready for possession in accordance with the terms specified herein, the Company shall be entitled to issue a notice of offer of possession (the "Notice of Possession") calling upon the allottee(s) to take possession of the Unit after paying stamp duty, registration charges and other legal incidental expenses in respect of the Transfer Deed and upon the payment of the Sale Consideration and other charges in accordance with the terms herein within 30 (thirty) days of the date of dispatch of the Notice of Possession and the allottee(s) shall be liable to comply with the terms mentioned therein. If, for any reason, the allottee(s) fails and neglects or is not ready for clearing the dues and/or willing to take possession of the Unit, the allottee(s) shall be deemed to have taken possession of the Unit at the expiry of thirty days from the date of dispatch of the Notice of Possession by the Company. In this event the Unit shall be at the risk and cost of the allottee(s) and the allottee(s) shall be further liable to pay WATCH AND WARD CHARGES @ RS.20/- PER SQ. FT. PER MONTH FOR THE SUPER AREA OF THE UNIT (the "Watch and Ward Charges"). Notwithstanding anything stated herein above, upon expiry of a period of 90 days from the date of despatch of the Notice of Possession, the Company shall, in addition to the right to levy Watch and Ward Charges as stated herein above, be entitled at its sole discretion to cancel the Allotment and refund the payments received from the Applicant(s)/allottee(s) in accordance with the terms of these Terms & Conditions. The Applicant(s)/allottee(s) agrees not to question the decision of the Company in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession. The Company may, however, at its sole discretion, restore the Allotment by levying the Watch and Ward Charges up to the date of such restoration. In addition to the Watch and Ward Charges as described herein above, the Applicant(s)/allottee(s) shall also be liable to pay the applicable maintenance charges & any other charges in respect of the Unit from the expiry of 30 days from the dispatch of the Notice of Possession till such time as he/she/they take/s possession of the Unit.
70. The Company and/or the Maintenance Agency shall be entitled to access to the Unit at such time as is fixed by the Company and/or the Maintenance Agency for the purpose of carrying out general repair and service of any Common Areas And facilities and equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Unit and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Company/Maintenance Agency shall endeavour to restore the walls/floor of the Unit in the same condition in which they were earlier, after carrying out the repair and/or service work.

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71. The Company shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage against the Land and construction or the proposed built-up area in favour of one or more financial institutions and for such act the Applicant(s)/allottee(s) shall not have any objection and the consent of the Applicant(s)/allottee shall be deemed to has/have been granted for creation of such charge during the construction of the Complex. However the Company shall convey/Transfer the Unit in favour of the allottee(s) free from all encumbrances.
72. In the event of breach or default by the Applicant(s)/allottee(s) of any of the covenants contained herein, ("Default"), the Company shall be under an obligation to issue a notice calling upon the Applicant(s)/allottee(s) to rectify the Default within a period of 15 days from the date of the notice ("Notice Period"). The Applicant(s)/allottee(s), immediately upon notice of such Default, shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Company of such rectification or removal of breach of default by a written notice (by registered AD Post or e-mail).
73. In the event that in the judgment of the Company, the Default is not cured within the Notice Period, the Company may, without Prejudice to any other legal remedy which the Company may have in Law, equity or contract, in its sole discretion, cancel the Booking/Allotment in accordance with the provisions hereof. Upon such cancellation the Applicant(s)/allottee(s) shall be liable to pay to the Company the sums mentioned in Clause 76 herein below, as if the cancellation was a cancellation by the Applicant(s)/allottee(s) under the terms of Clause 76. The Applicant(s)/allottee(s) shall not have any lien or any other right in the Unit, nor should anything herein or elsewhere be construed to entitle the Applicant(s)/allottee(s) to obstruct, prevent, injunct or restrain the Company from making a fresh allotment in respect of the Unit to any Third Party after cancellation of the Booking/Allotment, or to restrict, prevent or injunct any cancellation of the Booking/Allotment. Provided, however, that the Company may, at its sole discretion, condone the Default and restore the Booking/Allotment by levying such damages, fee, etc. as the Company may decide as its sole discretion. Provided further that where a charge or fee or any other sum of money for the condonation of any Default has been prescribed hereunder, the Company shall be at liberty to condone the Default by leaving such charge or fee or such sum of money as may be prescribed herein. The levy of any such damages, charges, fee, etc. shall be without prejudice to the rights of the Company do demand specific performance of such obligations hereunder or to take appropriate legal action.
74. Failure of the Company to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the Applicant(s)/allottee(s), shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any or all obligations herein by the Applicant(s)/allottee(s).
75. The termination of the Booking/Allotment pursuant to Clause 72 hereof shall be effected by the Company giving 15 (fifteen) days prior written notice of such termination to Applicant(s)/allottee(s). If the Booking/Allotment is so terminated, it shall become null and void and have no further force or effect, except as provided herein.
76. The Applicant(s)/allottee(s) shall be entitled to apply for cancellation of the Booking/Allotment only on default of the Company to deliver the Unit on payment of the entire Sale Consideration in accordance with the terms herein. If the Applicant(s)/allottee(s) for any other reason requests the Company to permit it to cancel the Booking/Allotment in his favour, the Company may in its sole discretion permit such cancellation provided that the Applicant(s)/allottee(s) compensates the Company for any loss caused on account of substituting another allottee(s) in his/her/their place and stead ("Termination Charge"). Notwithstanding anything stated herein above, in the event the Applicant(s)/allottee(s) is permitted to cancel the Booking/Allotment by the Company under the terms of this Clause 76 or in the event the Company terminates the allotment in accordance with the provisions herein, the entire amount of Earnest Money shall be forfeited by the Company. The balance instalments paid by the Applicant(s)/allottee(s) in accordance with the terms hereof shall first be used to satisfy the Termination Charge, and the rest of the instalments shall be refunded to the allottee(s) without interest.
77. If the Booking/Allotment is terminated, all obligations of the Company and the Applicant(s)/allottee(s) shall automatically terminate with no further act of conduct being necessary or required on the part of either the Applicant(s)/allottee(s) or the Company, or any liability attaching to either the Applicant(s)/allottee(s) or the Company, and each of the Parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in case: (a) such termination shall not constitute a waiver by either the Applicant(s)/allottee(s) or the Company of any obligation that by its terms shall survive such termination; (b) such termination shall not constitute a waiver by either the Applicant(s)/allottee(s) or the Company of any claim it may have for actual damages caused by reason of, or relieve either the Applicant(s)/allottee(s) or the Company from liability for, any breach of these Terms & Conditions prior to termination under Clauses 35, 73 or 76 herein; (c) If the Booking/Allotment is terminated by the Company under Clauses 35, 73 or 76 the Applicant(s)/allottee(s) shall be liable to pay the sums and get the refunds as mentioned in Clauses 76 hereof.
78. The Basic Selling price for the Unit is escalation free. However, the Company can increase the selling price if there is an exorbitant increase in the prices of commodity, fuel, raw material, labour rates etc. however such increase in the selling price shall be in accordance with the standards/norms of the government.

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79. All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Registered Post A.D. at the address(es) specified herein above and it shall be the responsibility of the Applicant(s)/allottee(s) to inform the Company by a Registered A.D. letter about all subsequent changes, if any, in his/her/their address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those would ordinarily reach at such address and the Applicant(s)/allottee(s) shall be fully liable for any default in payment and other consequences that may accrue therefrom. In the event that there are joint Applicant(s)/allottees, all communications and notices shall be sent by the Company to the Applicant/allottee whose name appears at first and at the address given by him/her in the Application form/Allotment Letter, which shall for all purposes be considered as served on all the Applicant(s)/allottee(s) and no separate communication shall be necessary to the other named Applicant(s)/allottees(s). All notices and other communication required to be sent by the Applicant(s)/allottee(s) to the Company shall be sent by the Applicant(s)/allottee(s) to the office of the Company. The Company shall notify any change in the office address to the Applicant(s)/allottee(s).
80. All assignments/endorsements of the Allotment by the allottee(s) to any person (the "Proposed Transferee"), shall require prior written specific consent of the Company. The Company shall have the right to refuse any assignment or endorsement and to allow any such assignment/endorsement shall be the sole discretion of the Company and shall be subject to applicable laws and notifications or any policy of GDA or any other government directions as may be in force and further shall be subject to the charges as the Company may impose. The assignment/endorsement shall be allowed after all the dues under the Allotment are paid in full and a charge of 2% of the market/prevaling value of the Unit at the time of such assignment/endorsement shall be payable by the allottee(s) to the Company. The Proposed Transferee shall be bound by the Standard Terms and Conditions and shall furnish an undertaking to that effect. Any request for assignment/endorsement of the allotment will not be entertained until 50% of the Basic Sale Price is paid to the Company. In case of any addition and/or deletion of name in the Allotment Letter of any blood relation or spouse, an administrative/service charge as determined by the Company shall be payable by the allottee(s), however no administrative/service charges shall be payable in the case of succession of the Unit to the legal heirs of the allottee(s).
81. The allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from any such assignment/endorsement as referred above. Any purported transaction by the allottee(s) in violation of the Allotment Letter shall be default on the part of allottee(s) entitling the Company to cancel the Allotment and to avail of remedies as set forth in this Allotment Letter including recovery of possession of the Unit in case the same has been delivered.
82. If, after execution of the Transfer Deed in his favour, the allottee(s) decides to transfer the Unit to a third person, the allottee(s) shall ensure that such subsequent purchaser of the Unit executes an undertaking in the form and manner as provided in Form B under Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the same is submitted with the Company/GDA prior to conveyance of the Unit by the allottee(s) in favour of the subsequent purchaser.
83. The Applicant(s)/allottee(s), if resident outside India or if not an Indian National or citizen, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The allottee(s) shall furnish the required declaration that it is complying with such necessary legal formalities.
84. In case of NRI Applicant(s)/allottee(s) the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Applicant(s)/allottee(s).
85. The Application Form, these Terms & Conditions and the Letter of Allotment (hereinafter collectively referred to as the ("Said Documents")) shall constitute the entire terms & conditions with respect to the allotment of the Unit to the allottee(s) and supersede all prior discussions and arrangements whether written or oral, if any, between the Company and the Applicant(s)/allottee(s) relating to the things covered herein. No amendment to these Terms & Conditions shall be valid or binding unless set forth in writing and duly executed by the Company and the Applicant(s)/allottee(s). No waiver of any provision hereof shall be effective or binding unless made in writing and signed either by the Company or the Applicant(s)/allottee(s).
86. The Applicant(s)/allottee(s) hereby agrees and undertake/s that he/she/they shall become member of the Association of the Owners of Apartment/Units of the Complex as and when formed and shall continue to pay the maintenance charges as determined by the said association or the respective Maintenance Agency.
87. The basis of calculating the proportionate charges payable by any allottee(s) will be in the proportion of the super area of his/her/their Unit to the total super area of all the units/apartments affected by that charge.
88. The address of the Applicant(s) as given above shall be taken as final unless any subsequent change has been intimated under Registered A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been duly received by the Applicant(s)/allottee(s).

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89. That all communication by the Company to the Applicant(s)/allottee(s) would be done in English language only.
90. The allotment shall be governed and interpreted by and construed in accordance with the Laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or thereunder and subject to the provisions of Clause 119 hereof, the Courts at Ghaziabad, Uttar Pradesh, India shall have exclusive jurisdiction over all matters arising out of or relating to this agreement.
91. Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not constitute to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
92. It is stated for the sake of abundant clarity that the Earnest Money constitutes a part of the Sale Consideration.
93. That the Car/Scooter/Two Wheeler/Cycle parking space inside the complex shall be allotted on the first come first serve basis to the intending allottee (s) as per the type opted by him/her/them in the application form, at the time of offer of possession against charges and one car parking space/slot is mandatory. The Car/Scooter/Two Wheeler/Cycle will be parked within the same parking space allotted to the intending allottee(s). A separate agreement for the allotment of car parking will be executed between the Company and the allottee(s) at the time of offer of possession. No car/vehicle parking shall be allowed inside the complex except those who has/have a reserved space for parking.
94. If the Allottee(s) wants usage rights of extra covered parking slot, the same may be allotted, if available, on such extra cost as fixed by the Company.
95. If at any stage the Allotment Letter requires to be registered under any law or necessity, the Applicant(s)/allottee(s) bind/s himself and agree/s to have the same registered through the Company in his/her/their favour at his/her/their cost and expenses and keep the Company fully absolved and indemnified in this respect.
96. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant(s)/allottee(s) and such third party shall not have right in the application/allotment of the Unit. The Company shall issue receipts for payment in favour of the Applicant(s)/allottee(s) only.
97. The fitting and fixtures proposed to be provided in the Unit are detailed as specifications in brochure of the said project.
98. The photograph/central green/green area /product/pictures print/place in the brochure/booklet/membership form are purely conceptual to give a broad view and not a meticulous legal offering.
99. The allottee(s) shall also be entitled to use the common areas and facilities within the said complex which may be outside the land underneath the said complex building earmarked as generally commonly used areas & facilities by all the occupants/users of the Land. However, the allottee(s) shall not be entitled to use such generally common areas and facilities designated by the Company for use/reserved for the particular commercial units/apartments. It is further made clear to the that the allottee(s) shall have no right, title or interest in other unreserved covered parking spaces available to visitors/other occupants/users in the said Complex on payment of operational/maintenance charges and such parking space shall be under the exclusive ownership of the Company and shall be dealt with by the Company at its own discretion as it may deem fit.
100. The allottee (s) further agree/s that the reserved covered parking slot(s) allotted to him/her/them for exclusive use shall be understood to be together with the Unit and the same shall not have independent legal entity detached from the Unit. The allottee(s) undertake/s not to sell/transfer/deal with the reserved covered parking slot independent of the Unit. The allottee(s) undertake/s to park his/her/their vehicle in the parking slot allotted to him/her/them and not anywhere else in the Land. The allottee(s) agree/s that all such reserved car parking spaces/slots allotted to the occupants of the said Complex shall not form part of common areas and facilities to the Commercial Units/Apartments. The allottee(s) agree/s and confirms that the reserved covered parking slot allotted to him/her/them shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the Unit under any of the provisions of this Agreement.
101. The allottee(s) after taking possession of the Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/removed before taking the possession of the Unit by the allottee(s) or his/her/their authorized representative.
102. That the Terrace rights of the Unit shall remain with the Company unless allotted to the allottee(s) against consideration. The allottee(s) shall have no objection if the Company gives on lease or hire any part of the top roof/terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.

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103. No further construction/modification is permissible to the allottee(s) anywhere in the Unit including over the roof/terrace of the Unit.
104. The structure of the said Complex Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the commercial units/apartment allottees/occupants and the cost thereof shall be payable by the commercial units/apartment allottees as additionally apart from the maintenance bill. The cost of insuring the Complex Building structure shall be recovered from the units/apartments allottees and the Applicant(s)/allottee(s) hereby agree/s to pay the same. The allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any unit or any part of the said Complex Building or cause increased premium to be payable in respect thereof for which the allottee shall be solely responsible and liable.
105. That the said Complex shall always be known as 'Bliss Square' and this name shall never be changed by the commercial space/unit allottees/occupants or their association or anybody else.
106. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super Area of the Unit, it is repeatedly and specifically made clear that inclusion of the common areas in the computation does not give any right and/or title therein as such to the Applicant(s)/allottee(s) to sell them independently.
107. It is clearly specified that the visitors/guests/relatives/staff of the Applicant(s)/allottee(s)/occupants of the Unit/Apartments shall park their vehicles outside the complex or at the space earmarked by the Company to avoid any inconvenience to the allottees/occupants of the other units/apartments and it shall be the duty of the allottee(s) to ensure the same.
108. The Applicant(s)/allottee(s) undertake/s to pay the following charges:-
- a) Charges for electrification/connection from the electric supply authority/Developer base station to the sub-station in the complex and from the Electric Sub-Station will be deposited by the allottee(s) with the Company before completion of the project while the charges for electrification/connection from the sub-station to the Unit of allottee(s) and for the meter (for the Unit) and when demanded by the Company, these charges are not included in the basic cost of the Unit.
 - b) Charges for water connection i.e. security with the authority, connection charges, charges of meter and connecting the line of supply with the apartment supply.
 - c) Proportionate charges for provision of any other items/facilities/specifications not specifically mentioned herein as may be required by any authorities or considered appropriate by the Company.
 - d) Any type of tax imposed or to be imposed by the Govt./Semi Govt./Department/Authority/Court or any other agency.
109. The Applicant(s)/allottee(s) has/have agreed to pay Earnest Money to ensure fulfilment of the terms and conditions as contained in this agreement. The Applicant(s)/allottee(s) hereby authorize/s the Company to forfeit the Earnest Money paid in case of default by him/her/them.
110. In the event the Applicant(s)/allottee(s) fails to pay any instalment/s and/or other charges with interest within 30 days in case of down Payment plan (DP) or within 60 days in case of Time linked Payment plan (TLP)/construction linked Payment plan (CLP) from the due date the Company shall have the right cancel/terminate the allotment forthwith and the entire amount of earnest money deposited by the Applicant(s)/allottee(s) and upon such cancellation the Applicant(s)/allottee(s) shall be left with no right, title interest or lien, on the Unit whatsoever. Upon such cancellation/termination of the allotment the Applicant(s)/allottee(s) in addition to the forfeiture of the earnest money shall also be liable to reimburse to the Company the amount of brokerage/commission paid if any by the Company towards the booking/allotment of the Unit. The amount paid if any over and above the earnest money and the brokerage/commission recoverable, shall be refunded by the Company without interest after adjustment of interest accrued on the delayed Payment/s if any due from the Applicant(s)/allottee(s) subject to release of mortgage by the bank/financial institution and upon re-allotment of the Unit to any other person/party by the Company. In the event of the allotment being terminated/cancelled as aforesaid the Company shall be free to allot the Unit to new person on the terms and conditions as deemed fit by the Company.
111. The Applicant(s)/allottee(s) agrees not to do any act deed or things or obstruct the construction and completion of the Apartment/Tower/Complex in any manner whatsoever.
112. The Company proposes to develop a recreational club with a pool, gym and health club and Multi-Purpose Hall in the complex subject to the permissions/sanctions from the statutory bodies for the purpose of social activities and the Applicant(s)/allottee(s) has agreed to avail Membership of this club. This club may be developed simultaneous to or after development of the Unit. It is understood by the Applicant(s)/allottee(s) that the charges for Membership of the club would be separate and the Applicant(s)/allottee(s) has/have to apply for its Membership separately on the Payment of the applicable charges. The grant of Membership of the club is the sole discretion of the Company.

Signature of Applicant(s)

The Applicant(s)/allottee(s) agree(s) that the maintenance and running of the club would be the exclusive right of Company or its nominee/s and the Company or its nominee would be solely entitled to run the same without any interference from the Applicant(s)/allottee(s) or resident welfare associations or anybody else. The Club & multi-purpose Hall shall be managed by the Company or its nominee/s & the Applicant(s)/allottee(s) or Resident Welfare Association or anybody else shall not interfere in the same. In all eventualities the ownership of the club & multi-purpose Hall its equipment, building, furniture etc. and right in the land underneath shall continue to vest in the Company irrespective of the fact that its management is with the Company and or its nominee/s or a third party appointed for the purpose. The Applicant(s)/allottee(s) may be entitled to avail of the facilities/services provided by the club & multi-purpose Hall as per the Company rules and regulations and on Payment of such charges as membership fee as may be fixed by the Company from time to time and or grant of membership by the Company.

113. It is specifically made clear to the Applicant(s)/allottee(s) and is agreed by the Applicant(s)/allottee(s) that the Applicant(s)/allottee(s) shall have no right, title or interest in the ownership of club, recreational club, swimming pool/s, Health Club, Gym, Multipurpose Hall, Temple, Plaza, Commercial space, unsold basement area and any unsold space and its ancillary facilities inside or outside the building envelope or earmarked plot area. The Applicant(s)/allottee(s) shall not raise any dispute/objection to any activity(ies) in any manner whatsoever.
114. That it is specifically made clear that the allottee/s has right only to the space sold by the Company such Covered Area of the allotted Unit/Common share in staircase/lobby/internal passage/lift lobby etc., any unsold space inside or outside the building envelope or earmarked plot area is/are the property of the Company and in any manner /circumstances the Unit allottee/s has no right to interfere in such unsold space whatsoever. The Company has sole right to sell/ allot the unsold space to any new / intending buyer at any stage.
115. That the Applicant(s)/allottee(s) agrees that it will make its own arrangement inside the Unit for its servants as they are not allowed to sleep in the common area within the complex.
116. All letters, receipts, and /or notices issued by the Company or its nominees and dispatched under Certificate of Posting/ Registered A/D/Speed Post/Courier Service to the last known address of the Applicant(s)/allottee(s) shall be sufficient proof of receipt of the same by the Applicant(s)/allottee(s) and which shall fully and efficiently discharge the Company/nominee.
117. The Carbon Credit benefit arisen, if any, in respect to the entire project and or any part thereof shall belong only to the Company and be redeemed by the Company only.
118. Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same; normally the damages are paid on the actual loss suffered by any party but here the parties are settling the provisions of pre-estimated damages or liquidated damages.
119. Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Applicant(s)/allottee(s) raising the dispute. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person not below the rank of General Manager nominated for the purpose by the Company. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made thereunder. The Applicant(s)/Allottee(s) hereby gives his/her/their consent to the appointment of the sole arbitrator as specified herein above and waives any objectives that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be Ghaziabad/Noida/Delhi India and language of arbitration shall be english. It is hereby clarified that during the arbitration proceedings the Company and the allottee(s) shall continue to perform their respective rights and obligations under the Allotment.

Date:

Place:

Signature of the Applicant(s)









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