



THE
DELHI
MALL

APPLICATION FORM

By hand / courier / speed post /other mode of correspondence

Ref No. _____

Date: _____

To,
M/s Raheja Developers Ltd.
Office Space 317, 3rd Floor,
Raheja Mall, Sector-47, Sohna Road,
Gurugram - 122001 (INDIA)

Subject: Application for provisional registration for allotment and Lease of a Shop/Commercial Space in Delhi – Mall, a Commercial Complex being developed adjoining “Navin Minar”, New Delhi – 110008.

Dear Sir,

1. I/We, the Applicant(s)/Intending allottee(s), hereby apply through this application for provisional registration for allotment and leasing of

(a). Shop/commercial space No. _____ at _____ Floor, of type _____, having **Carpet Area of _____ square feet (_____ square meter), with exclusive (conveyable) enveloped/ finished balcony / sitting area of _____ square feet (_____ square meter) exclusively conveyable to Allottee(s) with pro-rata common areas of _____ square feet (_____ square meter) conveyable as share of Allottee(s) to the Association of Allottees, Total Conveyable Area of _____ square feet (_____ square meter) (hereinafter referred to as the “Shop/Commercial Space”)**

or

(b). Food Court/Shop No. _____ at _____ Floor, of type _____, having **Carpet Area of _____ square feet (_____ square meter), with exclusive (conveyable) enveloped/ finished balcony / sitting area of _____ square feet (_____ square meter), along with exclusive undivided pro-rata (conveyable) food court sitting area of _____ square feet (_____ square meter), exclusively conveyable to Allottee(s) measuring _____ Sq. fts. (_____ sq. Mts) (food court shop area) and with pro-rata common areas of _____ square feet (_____ square meter) conveyable as share of Allottee(s) to the Association of Allottees duly certified by the Architect constituting admeasuring Total Conveyable Area of _____ square feet (_____ square meter) (hereinafter referred to as the “Food Court/Shop/Commercial Space”),**

or

(c). Hall No. _____ on _____ floor to the Allottee/s having Carpet Area admeasuring approximately _____ Sq. Ft. (_____ Sq. Mts.) and Pro- rata undivided Common Areas which includes circulation areas, food stall areas, lobbies, Toilet blocks, AHU`s, Technical & Display Areas, Projection Areas, Security Check Areas, etc. as per the proposed layout and design duly signed & accepted as per INOX Layout _____ Sq. fts.(_____ Sq. Mts.) Total Conveyable Area _____ Sq. Fts (_____ Sq. Mts.), at Delhi-Mall, Adjoining Navin Minar, New Delhi, as per term sheet already signed with INOX with Minimum Guaranteed(MG) at @ Rs. 235/- per Sq. Fts per month(inclusive of tentative maintenance charges @Rs.15/- per sq.ft.s per month) post possession increase in MG by 15% after every 3 years and revenue share at 17% whichever is higher (hereinafter referred to as the ' **Commercial Space/Hall No. _____**)

or

(d). The virtual/undivided share in the Anchor/Brand Shop/Commercial Space No. _____ **with proportionate carpet area of _____ Sq.Ft.(_____ Sq.Mt.)and with proportionate exclusive (conveyable) enveloped/ finished balcony /**

sitting area of _____ square feet (_____ square meter) exclusively conveyable to Allottee(s) with proportionate pro-rata common areas of _____ square feet (_____ square meter) (conveyable as share of Allottee(s) to the Association of Allottees) measuring conveyable area of _____ Sq. Fts (_____ Sq. Mts) from out of Anchor/Brand Shop/Commercial Space No. _____ on _____ floor with total Carpet Area admeasuring approx. _____ Sq. Ft(_____ Sq. Mt.), with Total exclusive (conveyable) enveloped/ finished balcony / sitting area of _____ square feet (_____ square meter) exclusively conveyable to Allottee(s) with Total pro-rata common areas of _____ square feet (_____ square meter) conveyable as share of Allottee(s) to the Association of Allottees and Pro- rata Common Area _____ Sq. fts.(_____ Sq. Mts.) total saleable area _____ Sq. Fts (_____ Sq. Mts.) Delhi Mall, Main Patel Nagar Road, New Delhi (hereinafter referred to as _____ % Share in the said **Shop/ Commercial Space**)

This application is for option -A[] B[] C [] D [] (please fill and tick as applied)

in a **Commercial Complex being developed on adjoining to Navin Minar, New Delhi – 110008** (the said “**Complex**”, defined hereinafter), under development in Public Private Partnership (“**PPP**”) Scheme with Delhi Development Authority (“**DDA**”) by M/s. Raheja Developers Limited (hereinafter referred to as the “**Promoter**”).

2. I/we further acknowledge and understand that under PPP Scheme, Development Agreement dated 04.09.2009 (“Development Agreement”) was executed between DDA and Promoter, which is the first In-Situ Slum Redevelopment Project under PPP mode with DDA for development of sites with various facilities required for residential and other development as per specified norms on total area of 5.22 Hectares (approx).
3. I/we further acknowledge and understand that in terms of the said Development Agreement, the Promoter is entitled to accept bookings from the public and dispose of quota of free sale commercial component equivalent to 10% of available FAR on 4.25 hectares of land as per Master Plan 2021, being developed over 8140 Sq.Mts (hereinafter referred to as the “**said Land**”), in the open market as per sanctioned plans, for consideration to be determined by the Promoter.
4. I/we further acknowledge and understand that DDA has handed over possession of the land of total area of 5.22 Hectares (approx.), which is inclusive of the said Land, vide Letter dated 13.12.2017 and has assigned and issued approval for commencement of development/construction of the entire project.
5. On part of the said Land measuring 8140 Sq. Mts, the Promoter is developing a commercial complex in a phased manner comprising of a multi-storeyed building/tower, amenities, facilities and services etc., under the name and style of “**Delhi Mall**”, hereinafter referred to as the “**said Complex**”. The Promoter has registered the said Complex under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under with the Real Estate Regulatory Authority for the National Capital Territory of Delhi at New Delhi on 26-06-2018 under registration No. DLRERA2018P0013.
6. I/we further acknowledge and understand that Promoter has obtained approval of the final sanctioned plan/ building plans, fire clearance, Airport Authority of India clearance, Delhi Urban Art Commission clearance, environment clearance are annexed and uploaded on the website of the Projects by Promoter in compliance of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under (“**RERA**”) and specifications and approvals for the said Complex from DDA vide its building plan approval dated 13-02-2018 .
7. I/We further acknowledge and understand from the shared said Development Agreement, tentative Building Plans, layout/site plan of the said Complex, that the Promoter has exclusive, irrevocable and unequivocal right to develop, construct, launch, market and sell the whole or part of the said Complex in terms of said Development Agreement and various approvals/letters, which have been shown to me/us.
8. I/We further acknowledge, understand and agree that sanctioned plan/layout plan/ building plan of the said Complex, showing and depicting the layout of Free Sale Housing, Free Sale Commercial Component and EWS component, was made available to me/us containing approved specifications being part of the said approval(s) and the same may be revised either due to change in bye laws, Transit Oriented Development Policy (“**TOD**”), Policy of Green Rating etc. for Integrated Habitat Assessment (“**GRIHA**”) and any other Policies applicable from to time or due to technical reasons. I/we further acknowledge, understand and agree that the construction and development of the said Complex would be in a phase wise manner and stage wise time schedule of said Complex has been intimated to me/us including the present provisions of external civic infrastructure like water, sanitation, electricity etc. and has further been informed that the said Complex is situated on main Patel Nagar road with Metro line.
9. I/We remit herewith a sum of Rs. _____/- (Rupees _____ only) vide Bank Draft/ Cheque No.(s) _____ dated _____ drawn on _____ Bank, branch at _____

_____, towards provisional registration fee being 10% of the total Basic Sale Price (BSP) of the said Shop/Commercial Space and request you to consider / adjust it as part payment towards the booking amount, which is agreed to be equivalent to 25% of the Total Price of the said Shop/Commercial Space, to be paid by me/us, in case my/our application is accepted. I/We understand that the Basic Sale Price is a part of Total Price of the said Shop/Commercial Space and Total Price includes payments by me/us under various heads such as development charges/ Electrification charges, various taxes, GST etc.

10. Additionally I/We am/are also issuing post-dated Cheque(s) (PDC) bearing no. _____, dated _____, for a sum of Rs. _____, drawn on _____ Bank, branch at _____, in favour of the Promoter and I shall present myself/ourselves for registration before the concerned Sub-Registrar to show my/our intention and sincerity to purchase the said Shop/Food Court/Hall/Commercial Space, which along with the aforesaid provisional registration fee would be equivalent to 25% of the Total Price (hereinafter the said "**Booking Amount**"). I/We promise/assure the Promoter that agreement for sale for the said Shop/Commercial Space would be executed/ signed by me/us in furtherance to this application and in commitment to present myself/ourselves for registration of Agreement for Sale when called to do so on the standard format of the Promoter. Further, I/we request and assure that i/we shall make the payment of stamp duty and registration as applicable for registration of Agreement for Sale and authorise the Promoter to encash/deposit the said cheque(s) while execution/ signing of the agreement for sale for the said Shop/Food Court/Hall/Commercial Space as Booking Amount of the said Shop/Food Court/Hall/Commercial Space. I/we undertake to pay the Total Price of the said Shop/Food Court/Hall/Commercial Space in accordance with the payment plan as per **Annexure-A** of this application.
11. I/we request/authorise you to adjust/appropriate the aforesaid provisional registration fee towards part of Booking Amount in furtherance of my/our intention & sincerity to buy the said Shop/Food Court/Hall/Commercial Space.
12. To avoid any ambiguity or doubt about my/our competency in submitting this application for allotment of the said Shop/Commercial Space, I/We declare that I/we am/are competent to make and submit the present Application for the allotment of the said Shop/Commercial Space and there is no legal, regulatory or statutory impediment or restriction on me/us in submitting this Application or the payment tendered hereunder.
13. I/We have categorically been informed that till said Shop/Commercial Space is allotted to me/us, I/We do not become entitled even for the provisional and/or final allotment of the said Shop/Commercial Space notwithstanding the fact that the Promoter may have issued an acknowledgment of present application and/or may have encashed the aforesaid cheques/bank draft issued for provisional registration fee. I/We have further categorically been informed that allotment of the said Shop/Commercial Space shall become final and binding upon both i.e. me/us and the Promoter only after payment of Booking Amount and in furtherance thereof execution and registration of agreement for sale by me/us.
14. I/We have categorically been informed that the suggestive terms and conditions informed to me / us by the Promoter and annexed to this Application as "**Annexure-B**" are only indicative in nature, which have been carefully gone through by me/us and the same has been understood by me/us. The suggestive terms and conditions as mentioned in **Annexure-B**, shall be incorporated in detail in the proposed Agreement for Sale along with other terms and conditions.
15. I/We are in acceptance of the said suggestive terms and conditions contained in **Annexure-B**. I/we further acknowledge, understand and agree that if I/We withdraw this Application or I/We fail to execute/sign and return the executed/ signed copy of said Agreement for sale present myself/ourselves for registration before the concerned Sub-Registrar within thirty (30) days from the date of its dispatch by the Promoter at my/our address or if I/We fail to accept the allotment made by the Promoter, then the Promoter may at its sole discretion treat my/our Application as cancelled and in the event of such cancellation, the Promoter shall be authorised to forfeit the Booking Amount and I/we understand and agree that I/we shall be left with no right, interest, claim or lien etc. on the proposed said Shop/Commercial Space or its provisional registration or otherwise on the Promoter in any other manner whatsoever. The balance amount of money paid by me/us, if any, shall be returned by the Promoter to me/us within 45 days after substitution of the equivalent amount from the next purchaser as the amount may have been gone into the construction or subject to availability of funds in the escrow account, required to be maintained under the Real Estate (Regulation and Development) Act, 2016 and rules made there under ("RERA") without affecting the ongoing construction.
16. I/We declare that I/we have fully satisfied myself/ourselves about exclusive, irrevocable and unequivocal right of the Promoter to develop, construct, launch, market, and sell in whole or Atrium lobbies and lifts and lifts shafts in part etc. the said Complex as well as the approvals/consents/ permissions granted by the DDA/DUAC, Fire, Environment (MoEF), Airport Authority of India and/or any other Authority as required and the competency of the Promoter. Further I/we have done due diligence on the associated rights, capabilities and ability of the Promoter to complete the said Complex. I/We have understood all the limitations and obligations of the Promoter with respect to the same.
17. I/we am/are applying for allotment through this Application after physically inspecting the site and have understood and satisfied myself / ourselves in all respects about the location, the right, title, interest, size, price, infrastructure, status, local conditions and environment or government regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments etc. in deciding to apply for purchase of the said Shop/Commercial Space and have not relied upon any advertisements, representations, promises or any other information, verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by selling agents/brokers or otherwise including but not limited to any visual or oral representations

relating to the description, location or physical condition of the said Complex/ said Shop/Commercial Space under any influence or coercion of any nature unless authorized in writing by the Promoter. I/We am/are also aware of the risk perceptions and price fluctuations which are related to real estate sector, the Indian economy in general and this area and the said Complex in particular.

18. I/We have clearly understood and agreed that this Application will be processed by the Promoter only after encashment of the cheques submitted by me/ us constituting upto 10% of the Basic Sale Price (BSP) of the said Shop/Commercial Space as upfront payment along with PDC required at the time of signing of Agreement for Sale constituting the Booking Amount which is to be given along with this Application complete in all respects otherwise this Application shall be liable for rejection.
19. I/We understand that in addition to the amount stated in the “**Annexure A**”, I/we shall also be liable to pay all third party charges including the applicable registration amount and stamp duty as well as any other taxes/fees/cess etc., such as Goods and Services Tax (GST) or other government or statutory dues or costs payable by the Promoter, if any, infrastructure charges, electricity, water, sewerage, solar, power backup etc., charges whatsoever, in connection with the operationalization and leasing of the said Shop/Food Court/Hall/Commercial Space / said Complex, in future or any increase thereof as well as any other amount paid/payable by the Promoter to the government or any authority not elsewhere specified in proposed Agreement for Sale of the said Shop/Food Court/Hall/Commercial Space /said Complex, in future and/or any increase thereof and the incidence of which is borne by the Promoter.
20. I/we acknowledge and understand that mere submission of this signed Application and payment of provisional registration fee and/or allotment of the said Shop/Commercial Space does not automatically result in accrual of any sort of right, title or interest whatsoever in my/our favour in any immovable property or in the said Shop/Commercial Space and common areas/ utilities or amenities until the final completion and successful conveyance thereof on the full and final payment of amount stated in the “**Annexure A**”.
21. I/we further acknowledge, understand and agree that timely payments of the instalments demanded by the Promoter towards payment of the Total Price shall be of the essence of the contract between the parties, and further undertake to make timely payments as and when demanded by the Promoter, otherwise development of the said Complex would suffer due to non-payment of the due installment(s) on my/our part and will result in delay in handing over possession and lease of the said Shop/Commercial Space.
22. I/We further acknowledge and understand that delay in possession and lease , if any, of the said Shop/Commercial Space, from the date of Agreement for Sale till the date of handover can occur due to various force majeure factors such as war, flood, draught, fire, cyclone, earthquake, court orders/injunctions and delay in Govt. clearances/NOCs, delay in providing necessary external infrastructure such as laying of sewer/water supply line, road, electrification etc. or inadequacy thereof or any other calamity caused by nature affecting the regular development of the said Complex (“Force Majeure”). If, however, the completion of the said Complex is delayed due to Force Majeure conditions or any other circumstances causing delay which is not under the direct control of the Promoter then I/we agree that the Promoter shall be entitled to the extension of time for delivery of possession and lease of the said Shop/Commercial Space, provided that such Force Majeure conditions and circumstances are not of a nature which make it impossible for the contract to be implemented. I/we further agree and confirm that, in the event it becomes impossible for the Promoter to implement the said Complex due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to me/us the entire amount received by the Promoter towards Total Price except interest paid for delayed payments and brokerage/commission paid for the booking, without any interest, within 45 (forty five) days from that date subject to provisions of balance availability in the escrow account.
23. I/We agree that subject to force majeure and such other conditions and further subject to my/our compliance with all the obligations or documentation as may be prescribed by the Promoter under the terms and conditions contained herein and also in the proposed Agreement for Sale and also having not defaulted under any provision(s) thereof including but not limited to the timely payment of all dues and charges including the amount stated in the “**Annexure A**”, the Promoter proposes to offer possession and lease of the said Shop/Commercial Space to me/us within a period of 36 Months or earlier as per construction progress plus 12 Months variable grace period (“**Commitment Period**”) from the date of execution of the Agreement for sale.
24. I/We further acknowledge, understand and agree that the Promoter shall have right to raise finance/loan from any institution, Promoter, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the said free sale commercial component or any part thereof including the said Shop/Commercial Space, subject only to the condition that a NOC for the said Shop/Food Court/Hall/Commercial Space shall be obtained from the said institution, Promoter or bank either before the execution of the Conveyance Deed.
25. I/we further acknowledge, understand and agree that the said Complex is conceived of various services, amenities and facilities for the use and benefit of the Allottees and it is clarified that these services shall be available only for use and enjoyment of all the Allottees. After achieving at least 50% actual physical occupancy by the Allottees of sold floor plates with single point metered services possession and lease shall be handed over to the association of Allottees of these floors only after elections of the floor owners are held transparently.
26. I/we understand that however, notwithstanding the sincere commitment to deliver according to the committed timelines provided by the Promoter, if the Promoter fails to complete or is unable to give possession and lease due to force majeure, the Promoter may refund the amount, on my/our written request, within 45 days after equivalent amount comes from the next purchaser as the amount may have been gone into the construction or subject to availability of funds in the designated escrow account, required to

be maintained under RERA, without affecting ongoing construction. I/we further acknowledge, understand and agree that where I/we do not intend to withdraw from the project/Complex, the Promoter shall pay for the Delay Compensation, as may be prescribed in the Rules made under RERA, till the handing over of the possession and lease of the said Shop/Commercial Space.

27. I/We confirm that all correspondence to me/us should be made in the name of the First Applicant at the address/email given and any notices /letters sent by the Promoter to that address/email shall be valid intimation to me/ all of us regarding the contents therein.
28. I/ We the undersigned Applicant(s)/ Intended Allottee(s), do hereby declare that my/our present Application is irrevocable and that the above-mentioned particulars/ information given by me/ us is/are true and correct and no material fact has been concealed.
29. I/ We have also gone through the draft Agreement for Sale available on the website of the Promoter and the Payment Plan "**Annexure A**" and Specifications in "**Annexure C**" attached with this Application that shall ipso-facto be applicable to my/ our nominees, legal heirs and successors. All the terms and conditions of present application/agreement will be applicable to the new transferee/assignee.
30. I/We undertake that the said Shop/Commercial Space cannot be transferred, assigned and no further third party nomination or interest can be created by me/us before a period of 12 (twelve) months from the date of acceptance of present Application by the Promoter or payment of 30% of the amount stated in "**Annexure A**" whichever is earlier and only after execution of Agreement for Sale and making all up-to-date payments including transfer charges, Interest Free Maintenance Security Deposits ("IFMSD") and maintenance charges, as may be applicable from time to time. All the terms and conditions of the present application/agreement for sale will be applicable to the new transferee/assignee.
31. I/we hereby agree and undertake to participate towards formation of and to become a member of the association of allottees ("RWA") as and when it would be formed under the provisions of the Delhi Apartment Ownership Act, 1986 by the Promoter on behalf of floors wise under sale shop/commercial space/floor owners and to complete the documentation and fulfil its obligations as may be required under the applicable laws promptly on being called upon by the Promoter and for this purpose such obligations and documentation may include, amongst others, the execution of lease deed by promoter/nominee to the prospective lessee, Conveyance Deed of the said Shop/Commercial Space, submission of the RWA membership form, payment of subscription charges/fees, etc. The fulfilment of the compliances by me/us as exclusive lease and operation rights with the promoter/nominee for booking or agreed above or otherwise shall be, wherever possible, a precondition to be fulfilled before the execution of the Agreement or Conveyance Deed for the said Shop/Commercial Space in favour of me/us. Execution of the Conveyance Deed for the said Shop/Commercial Space by the Allottee shall be a pre-condition for becoming a member of the respective RWA.
32. I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Price of the said Shop/Commercial Space stated in "**Annexure A**" and other charges, forfeiture of Booking Amount as laid down herein and the Agreement for Sale.
33. I/we further acknowledge, understand and consent that present application for provisional registration and any allotment in furtherance of the same made by the Promoter is not binding on DDA.
34. I/we further acknowledge, understand and consent that all the Project and its surrounding common areas and facilities including internal roads, greens, etc. which are to be developed by the Promoter/nominee, shall be exclusively owned by the Promoter except the common areas of floors under sale only which will be handed over and conveyed to the Association of Allottees of the particular floor only and I/we and other allottees shall have no right or title over the same, except use & enjoyment of these facilities against payment of applicable charges, if any.
35. I/we further acknowledge, understand and consent that Promoter/nominee has made it specifically clear to the Applicant(s), that the computation of the Total Price includes exclusive leasing rights by the Promoter/nominee does not include in any manner recovery or payments towards running, servicing, maintenance and operation of the common areas and facilities. However, the Promoter, as a goodwill gesture, may provide all such maintenance services viz., running, servicing, maintenance and operation of the common areas and facilities, as part of specific commercial contracts on single point/floor delivery basis or metered consumption and cost plus basis. I/We/our lessee as per arrangement shall be liable and pay the applicable maintenance charges to the maintenance agency as may be assessed by the Promoter as negotiated with lessee(s) which may vary from floor to floor or as per negotiation with Brands/Lessees for the larger interest of the said Complex, as the case may be the Allottee shall not object to differential variant maintenance charge as some bigger stores may be having their respective facilities as their own brand standards and security norms.
36. I/we further acknowledge, understand, agree and undertake to pay all charges on actual basis towards individual electricity, water and sewerage connection charges, electricity and water meters charges, property tax etc., if any, etc. as may be determined by the Promoter or RWA/municipal corporation/DDA/any other Govt. Agencies or by the maintenance agency employed / hired by the Promoter/nominee.
37. I/we further acknowledge, understand, agree and undertake to pay for the expenses towards insurance of building/tower and equipments installed in/for the common areas and facilities on pro-rata basis to be recovered as part of maintenance charges. Insurance of the shop/commercial space and its internal assets will be done by the respective owner/lessee in possession and lease.
38. I/We declare that in case of non-allotment of the said Shop/Commercial Space, or due to any reasons whatsoever my/ our claim shall be

limited only to the extent of amount deposited by me/us with this Application along with simple interest at the rate of 10% p.a.

- 39. I/we hereby agree that all or any disputes arising out of or touching upon or in relation to the terms of this application for provisional registration and/or Agreement for Sale, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.
- 40. I/we understand that as per the Real Estate (Regulation and Development) Act, 2016 and rules made there under ("RERA"), the agreement for sale has to be registered with the concerned authority and I/we agree and undertake to present myself/ourselves for registration and bear all cost towards such registration, viz. Stamp duty, registration fee and other incidental charges.
- 41. I/We have sought and received the detailed information from the Promoter pertaining to all aspects of the said Complex and after a careful consideration of all facts, terms and conditions, I/we have signed and submitted this Application and paying the application money payable thereof being fully conscious of my/our liabilities and obligations. I/we acknowledge, consent and agree that the Promoter shall always be free and fully entitled to raise construction of any other building(s)/tower(s) in subsequent phases of the said Complex in accordance with the plans as may be approved by the competent authorities and I/we shall have no objection of whatsoever nature in this regard at any point of time.
- 42. I/we further acknowledge, understand and agree that this application for provisional registration and/or the Agreement for sale to be executed in due course is concerned solely with the conditions for transfer of the said Shop/Commercial Space for the consideration agreed. All the amounts payable by me/us in accordance with the payment plan are solely in lieu of the consideration for the purchase of an immovable property i.e., the said Shop/Commercial Space and no part of it is being charged as a fee for any kind of service whatsoever or such as may be implied or alleged to be due there under or may be deemed to be rendered by the Promoter. I/we further declare and confirm that I/we am/are applying for provisional registration at this stage to take the benefit of having the allotment at the current pricing keeping in view the strategic location of the said Complex and proposed completion and delivery time for the said Shop/Commercial Space.
- 43. That for all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender.

Environment Commitment:

I/We the undersigned applicant(s)/intending Allottee(s) do hereby undertake that if my/our application is considered /accepted, I/we shall always maintain the ecological harmony inter alia common area solar lighting, water recycling, waste segregation, CFL lighting, solar water heating, harvesting and recharge and to maintain flora & fauna, extensive plantation and aqua life and have fully understood and have willingly committed to share the extra obligations for environment conservation within the complex and shall always cooperative and vote for any or all decisions, which will be requested by the Promoter for long term maintenance of extra establishment for this cause.

Declaration:

I/We undersigned applicant do hereby declare that my/our application for provisional registration of allotment is irrevocable and that the above mentioned particulars /information given by me/us is true and correct to my/our knowledge and no material fact has been concealed therefrom. I/We have gone through the terms and conditions written herein and the payment plan attached with this application Form and accept the same, which shall ipso facto be applicable to my/our legal heirs and successors. I/We agree to abide by the terms and conditions of this Application including those relating to payment of total price, forfeiture of booking amount as laid down herein and the execution of the Agreement for Sale.

Place: _____

Yours Faithfully

Date: _____

Sole/ First Applicant)

(Second Applicant)

(Third Applicant)

Notes:

All Drafts/ Cheques are to be made as per the details herein under:

I. Cheque/DD to be issued in favour of "....." payable at New Delhi

OR

II. Through electronic Transfer in as under:

Account Name	
Account Number	

Bank Name	
IFSC Code	
Branch	

For Office Use Only

1. Name, Designation and Signature of the receiving officer:
2. Amount Received: Rs.
Receipt No.:
3. Booking: Direct/ Sales Organizer:
4. Name of Sales Organizer:
5. RERA registration number of Sales Organizer:
6. KYC done by:
7. Application Form Accepted / Rejected:
8. Reason of rejection:
9. Date of Acceptance/ Rejection:
10. Shop/Commercial Space Allotted:
11. Name, Designation and Signature of the Officer approving the Allotment of said Shop/Commercial Space:
12. Remarks, if any:

For M/s Raheja Developers Ltd.

(Authorised Signatory)

Checklist for receiving officer, Tick please:

- | | |
|---|--------------------------|
| 1.Application Fee cheques/ DD | <input type="checkbox"/> |
| 2.Customer's Signature on all pages of the Application Form and payment plan and on amendments/corrections. | <input type="checkbox"/> |
| 3.Photographs of all Applicants | <input type="checkbox"/> |
| 4.Copy PAN Card/ Form 60/ Undertaking | <input type="checkbox"/> |
| 5.Copy of Aadhaar Card of all Applicants | <input type="checkbox"/> |
| 6.Copy of Registration Certificate of broker under RERA | <input type="checkbox"/> |
| 7.Project/Complex Registered under RERA | <input type="checkbox"/> |
| 8.Information of project/Complex available on the website of the Promoter | <input type="checkbox"/> |

Documents to be submitted along with Application:

1. Provisional Registration Application Fee cheque/draft.
2. PAN No. & Copy of PAN Card/Undertaking (Self attested copy).
3. Aadhaar No. & Aadhaar Card Copy
4. For Companies: Copy of Memorandum & Articles of Association, Form 18 and Form 32 (Self attested), certified copy of Board Resolution,
5. For Partnership Firm: Copy of partnership deed, firm registration certificate (Self attested), consent/authorization from all the partners.
6. For a Limited Liability Partnership (LLP): LLP agreement, LLP registration certificate (Self attested copy), authorization LLP.
7. For Foreign Nationals of Indian Origin/NRI: Passport photocopy (Self attested copy) and funds from their own NRE/FCNR A/c.
8. One photograph of each Applicant.
9. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/ PIO Card/OCI Card etc (Self attested).
10. Specimen signatures duly verified by bankers (in original).
11. If the First Applicant is a minor, then proof of age and address of natural guardian to be furnished.
12. RERA registration of Property Agent/Broker.

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

1. Applicant (Sole/ First)

Mr./ Mrs./ Ms/ M/s

FIRST NAME

MIDDLE NAME

LAST NAME

PLEASE AFFIX YOUR
SELF ATTESTED
PHOTOGRAPH
HERE

Son/ Wife /Daughter of Mr./ Mrs.

FIRST NAME

MIDDLE NAME

LAST NAME

Profession

Designation

Nationality

Company Name/ Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res.

Off.

Mobile

Fax

Date of Birth

D

D

M

M

Y

Y

Y

Y

Marital Status :

Single

Married

Email: (Mandatory)

@

No. of Children

PAN No.

Passport No.

(Attach Form 60 or 61, as the case may be if PAN is not available)

2. Applicant (Second)

Mr./ Mrs./ Ms/ M/s

FIRST NAME

MIDDLE NAME

LAST NAME

PLEASE AFFIX YOUR
SELF ATTESTED
PHOTOGRAPH
HERE

Son/ Wife /Daughter of Mr./ Mrs.

FIRST NAME

MIDDLE NAME

LAST NAME

Profession

Designation

Nationality

Company Name/ Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res.

Off.

Mobile

Fax

Date of Birth

D

D

M

M

Y

Y

Y

Y

Marital Status :

Single

Married

Email: (Mandatory)

@

No. of Children

PAN No.

Passport No.

(Attach Form 60 or 61, as the case may be if PAN is not available)

PAYMENT PLAN

Assured Return	
Booking Amount	10%
Within 60 days	85%
On offer of possession	5%
Flexi Assured Return	
Booking Amount	10%
Within 60 days	50%
Completion of super structure	30%
On offer of possession	10%
PLP Plan	
Booking Amount	10%
Within 60 days	30%
Completion of super structure	30%
On offer of possession	30%

TERMS & CONDITIONS

1. The Applicant(s) / Intending Allottee(s) has applied for provisional registration for allotment of a Shop/Commercial Space, (hereinafter referred as “said Shop/Commercial Space”) in Delhi Mall, a Commercial Complex (the said “Complex”) being developed under PPP Scheme with DDA over site falling on Main Patel Nagar Road, New Delhi – 110008 with full knowledge of all laws, notifications and rules applicable and also about approvals including but not limited to development agreement dated 04.09.2009, building plans and other approvals applicable to the said Complex which have been explained by the Promoter and understood by him/her.

The Building Plan/s for the said Complex have already been issued / approved by the competent authority and RERA registration obtained and same may be revised as per policy/TOD policy and brand and lease requirements without material change in the size & price of the said Shop/commercial Space applied by the Applicant(s) / Intending Allottee(s) and the Applicant/Intending Allottee gives his irrevocable consent for revision under latest policies. This Application is a mere request by the Applicant(s) / Intending Allottee for the allotment of the said Shop/Commercial Space in the said Complex and the Promoter reserves the right to accept or refuse the request for allotment of the said Shop/Food Court/Hall/Commercial Space for whatever reasons and/or criteria.

2. The Promoter has laid down criteria and eligibility norms for allotment of said Shop/Commercial Space and retained and reserved the leasing rights for the shop/commercial space by mutual consent and the Application will be screened by the screening committee appointed for this purpose with a view to discourage speculation and benefit the actual end users and Lessees and the decision of the screening committee towards acceptance/ rejection of the Application and allocation of the said Shop/Commercial Space will be final and binding notwithstanding the fact that Applicant/Intending Allottee might have tendered Booking Amount in full. The Application will be taken up by the screening committee only if it is complete in all respects and subject to tendering and encashment of applicable payment of provisional registration fee/Booking Amount/ instalments in full together with requisite supporting documents such as Income Proof, PAN No., e-mail ID, Photo Identity/ Aadhar card, address proof and photograph of Applicant(s)/ Intending allottee(s) etc. and other relevant documents desired by the Promoter and acceptance and signing of this Application and Payment Plan mutually agreed and accepted. The allotment of said Shop/Commercial Space number will be at sole discretion of the Promoter depending upon negotiations about leasing rights and irrevocable acceptance thereof by both the parties.

The present Application is subject to approval by the screening committee of the Promoter and if due to overbooking or allotment criteria/constraints, the Promoter is unable to allot the said Shop/Commercial Space applied for, it may allot an alternate shop/commercial within the said Complex or the Promoter shall refund the amount deposited with simple interest of 10% or as per RERA guideline rate (subject to deduction of applicable taxes) calculated for the period for which such money has been lying with the Promoter beyond the first 90 days being the processing period for present Application) in complete discharge of its obligations.

In case, the Promoter rejects the application or fails to accept due to over booking or allotment criteria / constraint the refund of the Application Fee with simple interest by the Promoter by Account Payee Cheque through Speed Post/Courier or bank transfer or by a signed receipt shall be the complete discharge from all its obligations and liabilities on the part of the Promoter. The Applicant(s)/ Intending Allottee(s) shall have no right, claim or interest of whatsoever nature or kind on the said Shop/Commercial Space in the said Complex thereafter.

If this Application of the Applicant(s)/Intending Allottee(s) is accepted, the intimation of the Allotment shall be issued subject to acceptance of its Terms & Conditions including lease rights. Applicant(s)/ Intending Allottee(s) shall comply with all the legal requirements as required for the purchase and lease of said Shop/Commercial Space/ immovable property, as and when applicable. The Applicant(s)/ Intending Allottee(s) has specifically agreed with the Promoter that the allotment of the said Shop/Commercial Space shall be subject to strict compliance of Code of Conduct that may be determined by the Promoter for occupation and lease and use of the said Shop/Commercial Space and such other conditions as per the applicable laws of India.

3. As a principle, the Promoter is inclined to allot shops/commercial spaces to actual and bonafide lessees/brands only and doesn't permit multiple bookings by a person/Company/Firm/Association of persons in any of its projects. In case any Applicant(s)/Intending Allottee(s) or his associates/ companies, books/ buys more than one unit/ property in any of the projects of the Promoter (or any of its associates/ subsidiaries/ sister concerns) and commits default in payment schedule of present booking/ payment, in that event, the Promoter would be entitled to cancel the booking made by the Applicant(s)/Intending Allottee(s) under this agreement and to appropriate the balance refundable amount after deducting the Booking Amount, interest against delayed payments, brokerage/commission paid towards booking, taxes/cess/ fee etc. paid, towards the amount outstanding, due and payable in respect of any other property including outstanding interest. It is understood that the Applicant(s)/Intending Allottee(s) does not have right to book/ apply for any new bookings in any property being developed by the Promoter or any of its associates/ subsidiaries/ sister concerns unless he/she is making regular and up to date payment(s) in the booking (s) already made by him/her or his/her associates.
4. The Promoter reserves its right that for protection of peace, security, better maintenance, upkeep, the Promoter may impose from time to time such conditions upon the Applicant(s)/Intending Allottee(s) as could be conducive for such better maintenance,

upkeep, security and protection of the entire complex either in part or as a whole.

5. The Applicant(s)/Intending Allottee(s) has also been explained and understood that depending upon the occupancy and in pursuit for excellence & in tune with the global trends at any time in future before or after handing over the possession and lease of the unit(s) to the Applicant(s)/Intending Allottee(s), the Promoter shall have sole discretion to technically upgrade the Complex or unit such as to convert non centrally air-conditioned buildings or areas in the Complex to Centrally air conditioned building(s) or to implement up gradation of any other specifications, provided over 2/3 of the Applicant(s)/Intending Allottee(s) have represented or confirmed their willingness for the same, the Applicant(s)/ Intending Allottee(s) agrees to share the proportionate expenses/ cost for technically upgrading the building(s).
6. The Promoter will apply for part occupancy of the complex stage-wise and shall form association of lease right owners in possession to represent for the better coordination and decision making process for maintenance and security of respective floors/said Complex. The price of the said Shop / Commercial Space does not include component of unutilized FAR and land as well as the advertisements, signage's and kiosks including safety and security and parking rights which will remain with the Promoter/nominee.
7. The Applicant(s)/Intending Allottee(s) has agreed and understood that the Promoter has the absolute and unrestricted right over all signage areas for display board, hoardings, illuminated signboards, neon sign etc. in the atrium, lifts, lift lobbies, corridors, basements, parking spaces, side front and rear façade of the building, and the Promoter may determine and allow the usage by the Applicant(s)/Intending Allottee(s) of such signage at its own discretion, payment terms and other conditions. The Promoter shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Building. The Applicant(s)/ Intending Allottee(s) shall be responsible to install and maintain such signage, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/allottee's/occupier's own cost & expenses. The Applicant(s)/Intending Allottee(s) hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Promoter from time to time. The Promoter may issue such guidelines/directions including but not limited to colour scheme, style and manner of the signage, proper maintenance and upkeep by the Applicant(s)/Intending Allottee(s) of such signages from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees/assigns or to such agency as may be appointed by it at its sole discretion. Upon such transfer the Promoter shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signages. The Applicant(s)/Intending Allottee(s) shall not raise any dispute with regard to the appointment of any agency at any point of time for managing signages in such a manner as such agency may deem fit from time to time and Applicant(s)/Intending Allottee(s) shall extend full cooperation to such an agency for optimum usage of the signage space of the said Building. The Applicant(s)/Intending Allottee(s) further undertakes and assures that he would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the external facade of the said Building or anywhere on the exterior or common areas of the said Building or behind the glass or visibility from inside and shall be entitled to display its/his name plate only at the proper place provided for the said Shop/Commercial Space and in the manner approved by the Promoter. Further Applicant(s)/Intending Allottee(s) undertakes that he will not put any sign board/neon light etc. inside the shop/commercial space other than the space designated for this purpose.
8. The Total Price is escalation free, save and except increases which the Applicant(s)/Intending Allottee(s) hereby agrees to pay, due to increase on account of development charges, any fresh demand with respect to any infrastructure development charges payable to the competent authority and/or any other increase in taxes/charges which may be levied or imposed by the competent authority from time to time. While raising a demand on the Applicant(s)/Intending Allottee(s) for increase in development charges, taxes/cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Applicant(s)/Intending Allottee(s), which shall only be applicable as per actual pro-rata payments/ demand.
9. The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the said Shop/Commercial Space, without sanction by the competent authority. Provided that minor additions or alterations may be required during construction or as may be required due to technical, lessee requirements or other reason or such minor changes or alterations upto +/-3% in carpet area without consulting the Applicant(s)/Intending Allottee(s). It has been clarified to me/us that based on structural design, due to technical/lease requirement or any other reason, the Promoter may add structural column within the said Shop/Commercial Space which shall be part of the carpet area. It is also clarified that alteration pertaining to interior design, landscaping design etc. may be done in public area / open spaces for the betterment of said Complex.
10. The Promoter shall periodically intimate in writing to the Applicant(s)/Intending Allottee(s), the amount payable in terms of the payment plan and the Applicant(s)/Intending Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant(s)/Intending Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
11. The Promoter may at its sole discretion give special incentive (rebate) to the Applicant(s)/ Intending Allottee(s) on the Basic Sale Price applicable at the time of booking subject to the condition that the Applicant(s)/Intending Allottee(s) have paid all the instalments on time as and when demanded by the Promoter and depending upon lease rates/conditions. The said incentive

(rebate) shall be adjusted at the time of Conveyance of the said Shop/Commercial Space or in the last instalment by adjustment in the final payment. However, unless specifically exempted by the Promoter in writing in case Applicant(s)/Intending Allottee(s) defaults/delays in payment of instalment as and when demanded by the Promoter for any reason whatsoever, including late disbursement of bank instalments the claim to the said incentive (rebate) shall demise automatically.

12. The Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Service Tax (GST), and Cess or any other similar taxes and lease commission/charges for services rendered which may be levied, in connection with the construction and leasing of the said Shop/commercial space/Complex payable by the Promoter as given in Annexure-A, up to the date of handing over the possession and lease of the said Shop/Commercial Space to the 1st occupier/lessee and the Complex to the maintenance agency nominated on behalf of the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate. The lease commission /lease advance received/paid on actual along with GST will be paid/recovered as per actual only without service charges which are already included in the Total Price of the said Shop/commercial space. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification.
13. The Promoter shall confirm the final carpet area that has been allotted to the Applicant(s)/Intending Allottee(s) after the construction of the Building is complete and the provisional occupancy/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall firstly adjust the excess amount in the last installment to be paid by the Applicant(s)/Intending Allottee(s) and refund the further excess money, if any, paid by Allottee within forty-five days with annual interest at the rate prescribed in the RERA Rules, from the date when such an excess amount was paid by the Allottee, subject to availability of funds in the escrow account required to be maintained under the provisions of Act and without affecting the ongoing construction of the said Complex. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the said Shop/Commercial Space, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in payment plan. All these monetary adjustments shall be made at the same rate per square feet pro-rata to carpet area or as agreed under Payment Plan of this Agreement. It has been further agreed that based on structural design, due to technical requirement or any other reason, the Promoter may add structural column(s) within the said Shop/Commercial Space which shall be part of the carpet area. It is also clarified that alteration(s)/ modification(s) pertaining to common areas and facilities and interior design, landscaping design etc. thereof, may be done in public area / open spaces for the betterment of same.
14. The Applicant(s)/Intending Allottee(s) shall have the right to the said Shop/Commercial Space as mentioned below after execution of conveyance deed:
 - (i) The Applicant(s)/Intending Allottee(s) shall have exclusive ownership of the said Shop/Commercial Space;
 - (ii) The Applicant(s)/Intending Allottee(s) shall also have undivided proportionate share in the limited Common Areas of the said floor(s) which is under sale in said Complex and that will vest in the Association of Allottees, as the case may be. Since the share/ interest of Applicant(s)/Intending Allottee(s) in the Common Areas is undivided and limited to No. of allottees on the floor(s) sold and cannot be divided or separated, the Applicant(s)/ Intending Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees of the particular floor which is sold other than Promoter retained areas in the balance complex as already shown in the enclosed floor plans, after duly obtaining the occupation/completion certificate from the competent authority as provided in the Act together with all the rights or service agreements including maintenance agreement with concerned agencies as appointed;
 - (iii) The computation of the price of the said Shop/Commercial Space includes construction and lease rights with Promoter/nominee of not only the said Shop/Commercial Space but also the Common Areas, internal development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Shop/Commercial Space, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges as agreed herein and includes cost for providing all other facilities, amenities and specifications to be provided within the said Complex. It is further clarified that basement space has not been considered for the purpose of computation of Total Price nor the floors, parkings, rooftops and terrace(s) which are retained by the Promoter. The Allottee shall bear the cost of necessary machinery/ instruments/ additional cost required for the purpose of stacked parking system in basement;
15. It is understood by the Applicant(s)/Intending Allottee(s) that the this Application is confined and limited in its scope only to the sale of the Said Shop/Commercial Space in the said Complex. It is clarified that the Promoter have not intended to convey right or interest in any of the land falling outside the said Building and no impression of any kind has been given with regard to the constructions that may take place on the land outside the Said Building.

It is made clear by the Promoter/nominee and the Applicant(s)/Intending Allottee(s) agrees that the said Shop/Commercial Space along with Parking space (if applicable) shall be treated as a single indivisible unit for all purposes. It is agreed that the said Complex is an independent, self-contained project and is not a part of any other project or even if zoned together sanctioned together along with other statutory clearances it shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure, facilities and/ or amenities under entire project. It is clarified that Complex's

facilities and amenities shall be available only for use and enjoyment of the all Applicant(s)/Intending Allottee(s) of the said Complex after achieving at least 50% actual occupancy by the allottees based upon floorwise actual consumption basis with respect to all the services on metered basis viz electricity, water, HVAC etc. and on actual cost plus basis.

16. It is understood by the Applicant(s)/Intending Allottee(s) that all other areas i.e. areas and facilities which are retained by the Promoter/nominee for leasing purposes or self use falling outside the Building of said Complex may or may not form the part of the declaration to be filed with competent authority in accordance with the Delhi Apartment Ownership Act, 1986.
17. The Promoter agrees to pay all outgoings before transferring the physical possession of the Shop/Commercial Space to the Applicant(s)/Intending Allottee(s) which it shall be collecting from the Applicant(s)/Intending Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, user/consumption charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Complex). If the Promoter fails to pay all or any of the outgoings collected by it from the Applicant(s)/Intending Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Shop/Commercial Space to the Applicant(s)/Intending Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
18. The Applicant(s)/Intending Allottee(s) has issued Cheques /DD for the payment of provisional registration fee which will, upon allotment, be treated as part payment towards the Total Price of the said Shop/Commercial Space and the Applicant(s)/Intending Allottee(s) hereby agrees to pay the remaining price of the said Shop/Commercial Space as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. If the Applicant(s)/Intending Allottee(s) delays in payment towards any head which is payable, he shall be liable to pay interest as per RERA guidelines or as may be specified in the applicable Rules.
19. **MODE OF PAYMENT:**

Applicant(s)/Intending Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) as per the details herein under:

 - I. Cheque/DD to be issued in favour of " _____ " payable at New Delhi
OR
 - II. Through Electronic Transfer in Account number _____, Account name - _____ Account, with _____ Bank Limited, IFSC Code _____, Branch at _____, New Delhi.
20. The Promoter is constructing/Developing the said Complex as per the approved building plan, 70% of the sale proceeds will be deposited in the Escrow Account as per Delhi RERA Rules for the purpose of construction and other outgoing related to the Project as per the development Agreement.
21. The Applicant(s)/Intending Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Application. Any refund, transfer of security, if provided in terms of the Application shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant(s)/Intending Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Applicant(s)/Intending Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard.
22. Whenever there is any change in the residential status or Email ID of the Applicant(s)/ Intending Allottee(s) subsequent to signing of this Application, it shall be the sole responsibility of the Applicant(s)/Intending Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Applicant(s)/Intending Allottee(s) and such third party shall not have any right in the application/allotment of the said Shop/Commercial Space applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Applicant(s)/Intending Allottee(s) only.
23. The Applicant(s)/ Intending allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Shop/Commercial Space. The Applicant(s)/ Intending allottee(s)' obligation to purchase the said Shop/Commercial Space pursuant to Agreement for Sale shall not be contingent on the Applicant(s)/ Intending allottee(s) ability or competency to obtain such financing and the Applicant(s)/ Intending allottee(s) will remain bound by the terms of Agreement for Sale whether or not the Applicant(s)/ Intending allottee(s) has been able to obtain financing for the purchase of the said Shop/Commercial Space. Further, any refusal/delay by any bank/financial institution in granting financial assistance and /or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Applicant(s)/ Intending allottee(s) to use it as an excuse for delaying or

defaulting in making the payment of installment(s) which have fallen due and any such delay or default in making the payment of the installment(s), as per the Payment Plan, shall make the Applicant(s)/ Intending allottee(s) liable to pay the stipulated interest as timely payment is the essence of this Application and proposed Agreement for Sale. Further, in case the Applicant(s)/ Intending allottee(s) seeks cancellation of his allotment on the above mentioned ground, the Promoter will refund his money after deducting the Booking Amount, the interest on the delayed payments and brokerage, commission taxes, cess, fees etc paid, if any by the Promoter for such booking subject to condition that equivalent amount comes from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the development of said Complex.

24. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Applicant(s)/ Intending Allottee(s) authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Applicant(s)/ Intending Allottee(s) against the said Shop/Commercial Space or other shop/commercial space/apartments/units booked by the Allottee in other phase/project of Promoter directly or indirectly and payment or dues or outstanding already, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Applicant(s)/Intending Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

25. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Applicant(s)/Intending Allottee(s). The Promoter shall abide by the stage-wise time schedule for completing the said Complex and handing over the said Shop/Commercial Space to the Applicant(s)/Intending Allottee(s) and the common areas to the Association of the Allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Applicant(s)/Intending Allottee(s) shall make timely payments of the instalments and other dues payable by him and meet the other obligations under the Application/Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan.

26. CONSTRUCTION OF THE SAID COMPLEX / SAID SHOP/COMMERCIAL SPACE:

The Applicant(s)/Intending Allottee(s) has seen the tentative specifications of the said Shop/Commercial Space and accepted the Payment Plan/floor plans which have been approved by the competent authority. The Promoter shall develop the said Complex in accordance with the said building plans, floor plans and specifications. Subject to the terms in the Application/ proposed Agreement, the Promoter shall abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions as applicable from time to time till completion of the said Shop/Commercial Space and shall not have an option to make any variation /alteration / modification in such plans for said Complex, except with approval of the competent authority and the intending Allottee shall have no objection in this regard. Any additional FAR received/ receivable under the bye-laws and provisions prescribed under TODR/TDR/ GRIHA or any other Act/Rules/ provisions will be usable by the Promoter as applicable on the entire or any part of the said Land in its discretion without any further consultation provided the same does not alter the size of said Shop/Commercial Space or its dimensions.

The Promoter represents and the Applicant(s)/Intending Allottee(s) acknowledges, agrees and confirms that the Promoter will construct the super structure of the Building only, in which the said Shop/Commercial Space is situated, as per approved plans. The cost and expenses of such internal partitioning, designing and specifications has not been undertaken in the calculation of the Total price of the said Shop/Commercial Space and the same will be borne and incurred by the Applicant(s)/Intending Allottee(s). The Promoter/nominee will construct and develop the outer façade of the Building and all common areas and facilities within the Building and the said Complex and the cost and expenses of such construction and development works have been undertaken in the calculation of the Total price of the said Shop/Commercial Space on pro-rata basis. However, the Applicant(s)/Intending Allottee(s) shall not change the approved layout plan/floor plan of the said temporary & permissive and shall not undertake any sort of construction in/over the areas marked for balcony/common areas/terrace/park, if any.

It is further agreed that any additional FAR received/ receivable under the bye-laws and provisions prescribed under Transit Oriented Development Policy (TOD) and Policy of Green Rating for Integrated Habitat Assessment (GRIHA) or any other Act/Rules/ provisions or Policies, applicable from time to time, will be usable by the Promoter as applicable on the entire or any part of the said Complex in its sole discretion without any further consultation provided the same do not alter the size of said Shop/Commercial Space.

The Promoter/nominee represents and the Applicant(s)/Intending Allottee(s) acknowledges, agrees and confirms that the Promoter has already signed "Terms Sheet" for leasing all of all Multipurpose Halls between 4 to 6 floors in the said Complex with M/s INOX Leisure Ltd.(INOX) for leasing of built-up area admeasuring 57661 Sq. Fts. (approx.) @ Rs.235/- per sq. Fts per month including CAM (presumed @ Rs.15/- per sq. fts per month on single point metered electricity and HVAC) as Minimum Guaranteed (MG) or revenue sharing of 17% of Net Sales, whichever is higher for a period of 21 years with escalation of 15% after every 3 years. The Promoter/nominee may sell these Multipurpose Halls individually or collectively to the Prospective Purchaser(s)/Allottee(s). The Prospective Purchaser(s)/Allottee(s) shall give unconditional and exclusive lease rights in terms of "Terms Sheet" to INOX and Allottee(s) shall unconditionally and without any protest or demur shall allow INOX to carry out and to complete interior/fit-outs/fitting of fixtures and furniture as per the sole discretion of INOX. While designing the specifications of Multipurpose halls there may be need of revision of building plans or change in the floor plans layout for optimising the revenue returns. However, due to these changes in building plan layout shall be subject revision as per design requirement of INOX, though the payable/MG

income/returns will remain unaffected. In case there is any change in area or location of any of Multipurpose hall due to change in layout plan as desired by INOX thereby affecting the MG income/return, the pro-rata compensation on the total purchase value will be paid back/received (payable) as assessed at the time of start of operations of Halls. The Allottee(s) of the said Shop/Commercial space/Hall hereby agree and extent their irrevocable consent for change of layout as per requirement of INOX for larger benefit of the said Complex.

27. POSSESSION AND LEASE OF THE SAID SHOP/COMMERCIAL SPACE:

27.1 Schedule for possession and lease of the said Shop/Commercial Space: The Promoter agrees and understands that timely delivery of possession and lease of the said Shop/Commercial Space is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession and lease of the said Shop/Commercial Space in a period of 36 Months or earlier plus 12 Months variable grace period ("Commitment Period") from the date of execution of the proposed Agreement for sale unless there is delay due to force majeure factors such as war, flood, draught, fire, cyclone, earthquake, court orders/injunctions and delay in Govt. clearances/NOCs, delay in providing necessary external infrastructure such as laying of sewer/water supply line, road, electrification etc. or inadequacy thereof or any other calamity caused by nature affecting the regular development of the said Complex ("Force Majeure"). If, however, the completion of the said Complex is delayed due to the Force Majeure conditions then the Applicant(s)/Intending Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession and lease of the Shop/Commercial Space, provided that such Force Majeure conditions are not of a nature which make it impossible for the proposed Agreement for sale to be implemented. The Applicant(s)/Intending Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project/Complex due to Force Majeure conditions, then allotment shall stand terminated and the Promoter/Nominee shall refund to the Applicant(s)/Intending Allottee(s) the entire amount received by the Promoter/Nominee from the allotment within 45 days from that date subject to availability of funds in the escrow account required to be maintained under provisions of the Act, Rules and Regulations. The Allottee agrees that upon dispatch of the cheque or RTGS towards refund, he/ she shall not have any rights, claims etc., whatsoever, against the Promoter/Nominee and that the Promoter/Nominee shall be released and discharged from all its obligations and liabilities under this Agreement.

27.2 Procedure for taking possession and lease - The Promoter/Nominee, upon obtaining the occupancy certificate from the competent authority acting on behalf of Applicant(s)/intending Allottee(s) by virtue of the agreement shall proceed to execute and hand over the possession of the Shop/Commercial Space to the Lessee(s)/Intending Brand/operators in terms of this Application/proposed Agreement to be taken within 2 (two) months from the date of issue of occupation certificate and the Promoter/Nominee shall handover possession to the Lessee(s)/Intending Brand/operators of Shop/Commercial Space/Hall and common areas to maintenance agency as appointed/nominated on behalf of association. The Conveyance Deed in favour of the Applicant(s)/Intending Allottee(s) shall be carried out by the Promoter/Nominee within 3 months from the date of issue of provisional occupancy/ occupancy certificate. The Promoter/Nominee agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Nominee. The Applicant(s)/Intending Allottee(s) after taking possession and lease, agrees to pay the maintenance charges as determined by the Promoter/Nominee/ association of allottees, as the case may be after issuance of occupation/completion certificate for the said Complex. The Promoter/Nominee shall hand over the copy of provisional occupancy/ occupancy certificate of the said Shop/Commercial Space to the Applicant(s)/Intending Allottee(s) at the time of conveyance of the same.

27.3 Failure of Applicant(s)/Intending Allottee(s) to take Possession and lease of Shop/Commercial Space: Upon receiving a written intimation from the Promoter/Nominee as per clause above, the Applicant(s)/Intending Allottee(s) shall take possession and lease of the Shop/Commercial Space from the Promoter/Nominee by executing necessary indemnities, undertakings and such other documentation as may be prescribed in the Application/ Agreement or required by the Promoter/Nominee, and the Promoter/Nominee shall give possession and lease of the Shop/Commercial Space to the Applicant(s)/Intending Allottee(s). In case the Applicant(s)/ Intending Allottee(s) fails to take possession and lease within the time provided in the clause above, such Applicant(s)/Intending Allottee(s) shall continue to be liable to pay maintenance and holding charges as applicable.

27.4 Possession and lease by the Applicant(s)/Intending Allottee(s) - After obtaining the occupancy certificate and handing over physical possession and lease of the Shop/Commercial Space to the Lessee(s)/Intending Brand/operators, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the maintenance agency as appointed on behalf of association or the competent authority, as the case may be, as per the local laws.

27.5 Cancellation by Applicant(s)/Intending Allottee(s) – The Applicant(s)/Intending Allottee(s) shall have the right to cancel/withdraw his allotment in the said Complex, if the Promoter fails to comply or is unable complete the Shop/Commercial Space in accordance with the terms of proposed Agreement for Sale barring failure of government / other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification or due to discontinuance of his business as a developer on account of suspension or revocation of its registration.

Provided that where the Applicant(s)/Intending Allottee(s) proposes to cancel/withdraw from the said Complex without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount, Govt. dues and taxes, default interest and dealer commission paid for the allotment. The balance amount of money, if any, paid by the Applicant(s)/Intending Allottee(s) shall be returned by the Promoter/Nominee to the Applicant(s)/Intending Allottee(s) within 45 days of receipt of written request for such

cancellation subject to the availability of funds in the escrow account required to be maintained under the provisions of the Act & Rules without affecting the going construction of the said Complex.

27.6 Compensation– The Promoter/Nominee shall compensate the Applicant(s)/Intending Allottee(s) in case of any loss caused to him due to defective title of the land, on which the said Complex is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event including failure of government/ other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification, Govt. order or court injunctions, if the Promoter/Nominee fails to complete or is unable to give possession and lease of the Shop/Commercial Space (i) in accordance with the terms of the proposed Agreement for Sale, duly completed by the date specified therein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the applicable laws; or for any other reason; the Promoter/Nominee shall be liable to return the total amount received by him in respect of the Shop/Commercial Space towards Total Price, with interest as applicable within 45 days after substitution of the equivalent amount from the next purchaser as the amount may have been gone into the construction and subject to provisions of balance in the escrow account without affecting the execution of Complex. Provided that where if the Applicant / Intending Allottee does not intend to withdraw from the Complex, the Promoter/Nominee shall pay the Applicant(s)/Intending Allottee(s) interest at the rate as may be prescribed in the Rules for every month of delay, till the handing over of the possession and lease of the Shop/Commercial Space, which shall be paid by the Promoter/Nominee to the Applicant(s)/Intending Allottee(s) within forty five (45) of it becoming due subject to the availability of funds in the escrow account required to be maintained under the provisions of Act & Rules without affecting the going construction of the said Complex.

27.7 Temporary access for interior works:

The Applicant(s)/Intending Allottee(s) acknowledges and confirms that he has chosen to buy the said Shop/Commercial Space in bare shell condition and to do fit-out or interiors on its own. The temporary access for executing such works will be given subject to compliance of working rules and conditions subject to compliance of any further MOU's and agreements executed with Promoters/Bank/NBFC etc if any. Promoter will offer entry for carrying out Interior Works in the Said Shop/Commercial Space to the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s), subject to the following conditions and undertakings given by the Applicant(s)/ Intending Allottee(s) in respect thereto:

- (a) The Applicant(s)/ Intending Allottee(s) agrees and understands that the Promoter/Nominee will send a written intimation to the Allottee(s) to offer the Lessee(s)/Intending Brand/operators of the Applicant(s)/ Intending Allottee(s) entry to the said Shop/Commercial Space to carry out Interior Works subject to compliance of any further MOU's and agreements executed with Promoters/Bank/NBFC etc if any. The Promoter/Nominee may permit on the Lessee(s)/Intending Brand/operators of the Applicant(s)/ Intending Allottee(s) written acceptance to the above offer and subject to the Applicant(s)/ Intending Allottee(s) having fulfilled all its obligations under this Agreement or any subsequent agreements, MoU's etc, to carry out the Interior Works in the said Shop/Commercial Space within the period of as prescribed;
- (b) The Applicant(s)/Intending Allottee(s) shall pay the outstanding installment(s), pending if any, towards the payment of Total Price, IFMS, stamp duty, registration charges and other ancillary charges for registration of conveyance deed before taking the temporary possession Lessee(s)/Intending Brand/operators ;
- (c) A caution, water and electricity compensation deposit will have to be paid by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) prior to seeking temporary possession and lease for interior works;
- (d) The work of interior adaptation undertaken by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) should not obstruct or affect the construction work, if any, of the Promoter/Nominee or interior work being carried out by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) in the Building/ said Complex or cause any nuisance of any kind, which may be objectionable to the Promoter/Nominee or the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s);
- (e) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) shall not damage or cause any harm to the structure of the Building or any part of the said Complex in the process of doing the interiors, except as those minor alterations as may be necessary to carry out the interior;
- (f) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) shall not store any inflammable or explosive materials in the Shop/Commercial Space and/or anywhere else in the said Complex while conducting the interior works and shall ensure complete safety against any accident(s) or loss of human life;
- (g) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) shall ensure complete safety of the materials and the equipment kept in the Shop/Commercial Space, to be used for the interiors undertaken by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s). The Promoter/Nominee shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/Nominee shall not be liable for any accident or injury caused or occasioned to any employee or the workman engaged by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) for doing the interiors in the Shop/Commercial Space or any job or work relating thereto. Such

liabilities or claims, if any shall be satisfied by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) himself. The Applicant(s)/ Intending Allottee(s) or its lessee shall indemnify and keep harmless the Promoter/Nominee against all such claims or liabilities;

- (h) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) shall comply with all the directions/ requirements as stipulated by the Promoter/Nominee or its authorized representatives, while carrying out the interiors in the Shop/Commercial Space;
- (i) The entry to carry out Interior Works in the Said Shop/Commercial Space shall be during normal working hours and upon execution of an Indemnity Bond, in the format as prescribed by the Promoter/Nominee. No Interior Works shall be permitted to be carried out by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s), if the Promoter/Nominee and/or the Maintenance Agency, on reasonable grounds, prohibits the same. The Lessee(s)/Intending Brand/operators of the Allottee(s) further agrees to ensure that carrying out of Interior Works shall not cause any damage to the existing structure / systems installed by the Promoter/Nominee and shall not pose any fire, electrical, structural, pollution and health hazards/ damage to other occupants and to the Said Building / Said Complex. In the event any such damage is caused, the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) agrees to reimburse the Promoter/Nominee, the costs for rectification thereof as per the actual cost plus 20% markup.
- (j) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) agrees and confirms that it shall be incumbent upon the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) to engage its own architect(s) and such architect(s) (referred to as Architect) shall be qualified and competent and will have required professional competence and expertise to provide the designs and drawings /plans for the Said Shop/Commercial Space in accordance with the Applicable Laws and Applicable Codes. The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) shall submit the drawings/plans of the proposed Interior Works to the Promoter's architect/ nominated officer and/or the Maintenance Agency as may be appointed by the Promoter/Nominee for approval. The Promoter's architect/ nominated officer and/or the Maintenance Agency shall consider the drawings/ plans submitted by the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) and shall respond to the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) with the approval/permission/ recommended changes within 60 days or any other such reasonable period of time as may be necessitated from time to time for such purposes. Such approval/ permission/ recommended changes shall not transfer any liability and/or responsibility on the Promoter or its nominees. The approval/ permission/ recommended changes does not certify that the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) has complied with NBC/all the applicable Building bye laws etc. The approvals/permission/recommended changes of the drawing(s)/plan(s) by the Promoter's architect/ nominated officer and/or the Maintenance Agency shall be limited only to the extent to ensure that the Interior Works in the Said Shop/Commercial Space are in conformity with the structural/safety and fire safety norms of the Said Building and are in accordance with the approvals granted by the Governmental Authorities.
- (k) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) hereby confirms that the Allottee(s) shall carry out, implement and execute all Interior Works in the Said Shop/Commercial Space in strict compliance/ complete adherence with the Applicable Laws and Codes and directions/guidelines, if any, issued by the Promoter/Nominee in this regard shall be fully adhered to and complied with by the Allottee(s). A certificate from the Lessee(s)/Intending Brand/operators appointed Architect certifying that the designs have been prepared in compliance of the Applicable Laws and Codes and that the Interior Works shall be carried out in the Said Shop/Commercial Space in accordance with the Applicable Laws and Codes shall be submitted by the Lessee(s)/Intending Brand/operators of the Applicant/Intending Allottee(s) to the Promoter/Nominee before starting Interior Works. After completion of the Interior Works, the Lessee(s)/Intending Brand/operators shall provide to the Promoter/Nominee, a certificate from the same Architect certifying that the Interior Works have been completed in accordance with the Applicable Laws & Codes, that all safety measures have been taken, including but not limited to connection of fire panel with the Promoter's fire panel and that there is no fire and safety risk to the Said Shop/Commercial Space /Said Building/Said Complex. For the Interior Works in the Said Shop/Commercial Space in accordance with the National Building Code/all applicable bye laws, the Lessee(s)/Intending Brand/operators of the Allottee(s) shall carry out such works without altering/ tampering with the fire fighting and fire detection systems as installed by the Promoter/Nominee therein and provide the Promoter/Nominee / Maintenance Agency a certificate from the Architect to this effect.
- (l) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) understands that the basic structural system involves a combination of beam slab system and post-tensioned (PT) slab system. The Lessee(s)/Intending Brand/operators of the Allottee(s) hereby undertakes that he shall not carry out any Interior Works involving structural alterations/ cutting/ chopping/ digging/ hacking of the structure in any manner or form/ destroying the floors or exterior/peripheral walls of the Said Shop/Commercial Space or the Said Building at all times. The Allottee(s) further agrees and understands that dismantling of any nature in the Said Shop/Commercial Space is prohibited as structural stability has to be maintained at all costs and any violation of the said condition shall be deemed to be a breach of the terms and conditions of this Agreement. The Lessee(s)/Intending Brand/operators of the Allottee(s) further agrees and understands that he/she shall take prior approval from Promoter/Nominee/Maintenance Agency to undertake any minor drilling work. This approval shall not be unreasonably withheld. The Lessee(s)/Intending Brand/operators of the Allottee(s) shall be solely responsible for all damages including but not limited to any legal, financial, any third party liability and /or loss of life arising out of such Interior Works in the Said Shop/Commercial Space.

- (m) Maximum of two (2) revisions in the Interior Works of the Said Shop/Commercial Space may be allowed to the Lessee(s)/Intending Brand/operators of the Allottee(s). First revision in the layout plan shall be subject to payment of Rs.50,000/- (Rupees Fifty Thousand only) to the Promoter. Second revision/change/ alteration shall be subject to payment of Rs.100,000/- (Rupees One Lacs only). The certificate as prescribed by the Promoter/Nominee from the Architect would be issued during Interior Works and on the completion of Interior Works. Notwithstanding the revisions permitted by the Promoter/Nominee, it shall not in any manner be construed as an extension of further time as originally granted by the Promoter/Nominee to complete the Interior Works in the Said Shop/Commercial Space.
- (n) The Applicant/ Intending Allottee(s) agrees and appreciates that the said Building has been constructed taking into consideration the security and safety of the civil structure, installation of various services etc and that the same needs to be preserved.
- (o) The Promoter or its nominee and/or its appointed agency reserve the right to review/inspect the progress/quality/safety measures at any stage during the Interior Works in the Said Shop/Commercial Space.
- (p) In case, the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) fails to take temporary possession and lease of the said Shop/Commercial Space for undertaking interior works or fails to complete the interior works within the agreed period from the date of taking possession and lease, then the Promoter/Nominee shall not be held responsible for the same;
- (q) Notwithstanding anything contained herein, it is expressly understood and agreed by the Applicant(s)/Intending Allottee(s) that the installments as stipulated in the Payment Plan payable in respect of the Said Shop/Commercial Space shall continue to be paid by the Allottee(s) independent of the permission for carrying out Interior Works in the Said Shop/Commercial Space being granted/refused by the Promoter/Nominee.
- (r) Further, the Applicant(s)/Intending Allottee(s) shall not be entitled to claim any benefits/ rebates/schemes including but not limited to timely payment discount, move in rebate etc. in case the Lessee(s)/Intending Brand/operators of the Allottee(s) fails to complete the Interior Works, for any reason whatsoever, from the date of intimation, as mentioned above.
- (s) Temporary access/possession and lease for interiors shall not constitute possession and lease for any other purposes including display of signboard or signage and the temporary possession will be given subject to condition that actual possession of premises remains with the Promoter/Nominee and the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) shall handover the possession and lease back to the Promoter/Nominee without any demur or protest on one day's notice, if so demanded by the Promoter/Nominee without assigning any reason;
- (t) The Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) shall not occupy and start using the said Shop/Commercial Space in contravention of terms of the agreement/MoU or before grant of the occupation/part-occupation certificate and in case the Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) starts occupying the said Shop/Commercial Space before grant of the occupation/part-occupation certificate and without getting formal offer of possession and lease from the Promoter/Nominee in terms of the Agreement, the same shall be treated as illegal occupation and shall attract a penalty of Rs.10,000/- (Rupees Ten Thousand only) per day for the wrongful use of the said Shop/Commercial Space from the date of illegal possession by the Lessee(s)/Intending Brand/operators or the Applicant(s)/ Intending Allottee(s) till remedying the same along with any other penalty imposed by the competent authority/Government, without prejudice to all other rights and remedies available to the Promoter/Nominee and the Promoter/Nominee shall not be responsible for the un-authorized occupation on the part of the Applicant(s)/Intending Allottee(s) or its lessee;
- (u) The Applicant(s)/Intending Allottee(s) further understands and agrees that all expenses/costs borne by the Promoter/Nominee during the period of Interior Works towards providing logistic support to the Lessee(s)/Intending Brand/operators of the Allottee(s), including but not limited to electricity/ water charges, hoisting charges, material movement charges, garbage removal and security services etc, shall be recovered from the occupier(s) on monthly basis. The monthly charge will be determined by the Promoter/Nominee (based on cost to the Promoter plus 20% mark up). The monthly charges will be subject to periodical revision. The demand raised by the Promoter/Nominee will be final and binding and the occupier(s) shall not raise any dispute whatsoever. It is also understood that, in case of any damage to the property of the Promoter/Nominee due to works carried out by the occupier(s), the cost of repair and rectification shall also be recovered from the occupier(s) as per the actual cost plus 20% mark up.
- (v) The Applicant(s)/Intending Allottee(s) agrees and understands that the Promoter/Nominee shall continue to carry out additional and or miscellaneous works including but not limited to external works, elevator interiors, landscaping, outer finishing, entrance halls etc, in the Said Building/ Said Complex at the time when the Lessee(s)/Intending Brand/operators of the Allottee(s) is carrying out Interior Works in the Said Shop/Commercial Space. The Allottee(s) has confirmed that occupier(s) shall not raise any objections on account of inconvenience, if any, which may be suffered by him/them due to such finishing work, incidental/related activities, carried out by the Promoter/Nominee.
- (w) The Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) subsequent to completion of the Interior Works in the Shop/Commercial Space, the occupier(s) will send a confirmation in writing to the Promoter/Nominee, that the occupier(s) has completed the Interior Works in the Shop/Commercial Space alongwith the certificate from the architect that the Interior Works are in accordance with all Applicable Laws and Codes and in conformity with all the statutory provisions. The Promoter/Nominee, on receipt of said written confirmation shall inspect the Interior Works carried out by the occupier(s) in the Shop/Commercial Space. Subsequent to the inspection of the Interior Works and upon satisfaction with regard to the compliance with structural, fire and

safety norms, the Promoter/Nominee will by written intimation inform the Lessee(s)/Intending Brand/operators of the Allottee(s) to take possession and lease of the Shop/Commercial Space for use and occupation within 30 days from the date of such intimation. This intimation shall be subject to the Allottee(s) having fulfilled all its obligations as per the Agreement including payments of all charges and dues. The Allottee(s) has specifically agreed and is fully aware that the offer to do the Interior Works and thereafter fulfilling the conditions related to Interior Works and other conditions in this Agreement, taking possession and lease for occupation and use of the Shop/Commercial Space shall be subject to strict compliance of a code of conduct that may be determined by the Promoter/Nominee /Maintenance Agency and such other conditions as the Promoter/Nominee / Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the said Shop/Commercial Space, operation hours of various maintenance services, general compliances for occupants of the said Shop/Commercial Space, regulation as to entry / exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct as may be specified by the Promoter/Nominee/Maintenance Agency is always subject to change by the Promoter/Nominee/Maintenance Agency.

- (x) The Promoter shall execute and get the lease deed of the said Shop/Commercial Space registered in favour of the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) after obtaining occupation certificate or part occupation certificate before conveyance deed for the said Shop/Commercial Space and after obtaining any other necessary clearance from DDA or concerned authority.
- 27.8 It is specifically understood and agreed by the Applicant(s)/Intending Allottee(s) that said Complex is developed by the Promoter/Nominee and shall be obligation to provide to the Lessee(s)/Intending Brand/operators of the Applicant(s)/Intending Allottee(s) constructed Shop/Commercial Space along with internal infrastructure in the said Complex. However, the external facilities outside the said Complex such as main sewer line, water line, electricity line, storm water drains, roads, are to be provided/developed by the Government/nominated agency/MC and if the said external facilities are not in place even at the time of handing over of possession and lease then the Applicant(s)/Intending Allottee(s) shall not claim any compensation due to deficient or non-provision of infrastructure facilities and/ or consequent delay in handing over the possession and lease of the said Shop/Commercial Space in the said Complex as this is understood and agreed to be beyond the scope and control of the Promoter/Nominee.

28. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/NOMINEE:

The Promoter/Nominee hereby represents and warrants to the Applicant(s)/Intending Allottee(s) as follows:

- (i) The Promoter/Nominee has absolute, clear and marketable title with respect to the said Land in terms of the said Development Agreement; the requisite right to carry out development upon the said Land, construct, launch, market and sell in whole or in part the said Complex;
- (ii) The Promoter/Nominee has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Complex;
- (iii) The obligations under the Development Agreement and funding from L&T Finance;
- (iv) There are no litigations pending before any Court of law with respect to the said Land under the said Complex;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Complex are valid and subsisting. Further, the Promoter/Nominee has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Complex, Building and Shop/Commercial Space and common areas;
- (vi) The Promoter has the right to accept the present application and has not committed or omitted to perform any act or thing, whereby proposed right, title and interest of the Applicant(s)/Intending Allottee(s), may prejudicially be affected;
- (vii) The Promoter/Nominee has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the said Land of the said Complex, and the said Shop/Commercial Space which will, in any manner, affect the proposed rights of Applicant(s)/Intending Allottee(s):
- (viii) The Promoter/Nominee confirms that the Promoter/Nominee is not restricted in any manner whatsoever from offering to sell or selling the said Shop/Commercial Space to the Applicant(s)/Intending Allottee(s) in terms of the said Development Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Nominee shall handover lawful, vacant, peaceful, physical possession and lease of the Shop/Commercial Space to the Applicant(s)/Intending Allottee(s) and the common areas to the maintenance agency appointed on behalf Association of the Allottees;
- (x) The Promoter/Nominee has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Complex to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter/Nominee in respect of the said Complex/its land.

29. EVENTS OF DEFAULTS AND CONSEQUENCES:

29.1 Subject to the Force Majeure clause, the Promoter/Nominee shall be considered under a condition of Default, in the following events:

- (i) The Promoter/Nominee fails to provide ready to move in possession and lease of the said Shop/Commercial Space to the Applicant(s)/Intending Allottee(s) as per terms of this Agreement within the time specified in this Agreement or fails to complete the said Complex within the stipulated time. For the purpose of this para, 'ready to move in possession and lease' shall mean that the said Shop/Commercial Space shall be in a condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration.

29.2 In case of Default by Promoter/Nominee under the conditions listed above, Applicant(s)/Intending Allottee(s) is entitled to the following:

- (i) Stop making further payments to Promoter/Nominee as demanded by the Promoter/Nominee. If the Applicant(s)/Intending Allottee(s) stops making payments, the Promoter/Nominee shall correct the situation by completing the construction milestones and only thereafter the Applicant(s)/Intending Allottee(s) be required to make the next payment without any penal interest; or
- (ii) The Applicant(s)/Intending Allottee(s) shall have the option of terminating the proposed Agreement for Sale in which case the Promoter/Nominee shall be liable to refund the entire money paid by the Applicant(s)/ Intending Allottee(s) under any head whatsoever towards Total Price for the purchase of the said Shop/Commercial Space, along with interest at the rate specified in the Rules within forty-five days only from the date of receiving of the termination notice after equivalent amount comes from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the ongoing construction of the said Complex.

Provided that where an Applicant(s)/Intending Allottee(s) does not intend to withdraw from the Complex or terminate the Agreement, he shall be paid, by the Promoter/Nominee, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession and lease of the Shop/Commercial Space, which shall be paid by the Promoter/Nominee to the Allottee within forty-five days of it becoming due subject to the availability of funds in the escrow account required to be maintained under the provisions of Act & Rules without affecting the going construction of the said Complex.

29.3 The Applicant(s)/Intending Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Applicant(s)/Intending Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter/Nominee as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant(s)/ Intending Allottee(s) shall be liable to pay interest to the Promoter/Nominee on the unpaid amount at the rate prescribed in the Rules. It shall not be obligatory on the part of the Promoter/Nominee to send reminders regarding the payments to be made by the Allottee after raising demand(s) of due installment(s) as per the Payment Plan.
- (ii) In case of Default by Applicant(s)/Intending Allottee(s) under the condition listed above, continues for a period beyond 3 consecutive months after notice from the Promoter/Nominee in this regard, the allotment of the said Shop/Commercial Space, in favour of the Allottee, shall automatically stand cancelled and the Promoter/Nominee will refund the money paid by the Allottee by deducting the Booking Amount and interest liabilities along with Govt. dues and taxes, interest paid for defaulted payments, brokerage/ commission paid to the agents towards booking and the allotment shall thereupon stand terminated. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter/Nominee to the Allottee within 45 days of such cancellation subject to the availability of funds in the escrow account required to be maintained under the provisions of Act & Rules without affecting the going construction of the said Complex. It is agreed that there would be no restoration upon such cancellation and the Promoter/Nominee shall absolutely be entitled and free to sell the said Shop/Commercial Space as per its discretion and the Allottee, if so desires, will have to apply afresh for booking at the then prevailing rates.
- (iii) For the removal of doubts, it is clarified and the Applicant(s)/Intending Allottee(s) consents that continuous Default for a period beyond 3 consecutive months by Allottee, after demand notice from the Promoter/Nominee, shall automatically constitute termination of this Agreement and no further act on the part of the Promoter/Nominee would be necessary for this purpose. It is further clarified that immediately on such automatic termination, the Promoter/Nominee shall be entitled to re-allot the said Shop/Commercial Space afresh to any other person and the Allottee hereby agrees and undertakes that it shall not object thereto. Furthermore, the Applicant(s)/Intending Allottee(s) agrees that it shall not seek any interim relief to this effect against the Promoter/Nominee, as it acknowledges that its interest in the said Shop/Commercial Space has expired upon such termination and what remains at best is a money dispute and the Applicant(s)/Intending Allottee(s) further acknowledges that the Promoter/Nominee would suffer irreparable harm by being prevented from freely dealing with its valuable capital asset, which harm the Allottee agrees, cannot be quantified in monetary compensation/damages alone.

It is further agreed that in case the Applicant(s)/Intending Allottee(s) has booked and/or entered into buyer's agreement for purchase of more than one Shop/Commercial Space / property in any of the projects of the Promoter/Nominee or any of its associates/ subsidiaries/ group companies and commits default in payment schedule of the said Shop/Commercial Space, in that event, the Applicant(s)/Intending Allottee(s) understands, agrees and consents that the Promoter/Nominee at its sole discretion would be fully entitled, without any further confirmation, to adjust/ appropriate the balance refundable amount, towards the amount outstanding, due and/or payable in respect of any other property including outstanding interest thereof and Applicant(s)/Intending

Allottee(s) does not have right to book/ apply for any new booking(s) in any property being developed by the Promoter/Nominee or any of its associates/ subsidiaries/ group companies unless he is making regular and up to date payment(s) in the booking (s) already made by him or his associates.

30. CONVEYANCE OF THE SAID SHOP/COMMERCIAL SPACE:

The Promoter/Nominee, on receipt of the Total Price of the said Shop/Commercial Space agreed under this Agreement for Sale and Lease from the Applicant(s)/Intending Allottee(s) and all the statutory dues payable including maintenance security etc., upon executing lease deed to the prospective lessee(s) shall register and convey the title of said Shop/Commercial Space together with the proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the provisional occupancy/ occupancy/completion certificate. However, in case the Applicant(s)/Intending Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Applicant(s)/Intending Allottee(s) authorizes the Promoter/Nominee to withhold possession and lease and registration of the lease deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter/Nominee is made by the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) shall be solely responsible and liable for compliance of the provisions of applicable laws viz., the Registration Act, Indian Stamp Act, 1899 including any action(s) taken or deficiencies/penalties imposed by the competent authority(ies) in respect thereof.

Sharing of Lease Rental/License Fee: In case there is demand by a large anchor store / retail chain or any other prospective tenant to take on lease a large floor area, then for the collective benefit of all, the Applicant(s)/Intending Allottee(s) shall become part of the said lease arrangement on the terms and conditions as accepted by majority (over 50%) holder(s) of Shops/Commercial Spaces on that floor/in the said Complex to facilitate tenancy, leasing for the collective benefit of all on such terms and conditions as are accepted by majority stake holders/owners. However sharing of lease rental/ license fee / profit sharing will be done on pro-rata basis in relation to carpet area and other private area in use and/or possession and lease plus PLC on pro rata basis.

31. MAINTENANCE OF THE SAID BUILDING / SHOP/COMMERCIAL SPACE /COMPLEX:

The Promoter/Nominee through appointed maintenance agency on behalf of associations of allottee(s) shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the duly nominated agency in consultation with occupier(s)/association of respective floors only earmarked for sale. The cost of such maintenance upto a period of 3 months after receipt of occupancy certificate has been included in the Total Price of the said Shop/Commercial Space. The Applicants / Intending Allottees acknowledges that acting on behalf shall facilitate to form the Association of Allottees/Lesseees within a further period of six months or the Association of Allottees/Lesseees fails to take over the maintenance services from the Promoter/Nominee within said period, the Promoter/Nominee shall continue to run, operate and maintain said Complex through appointed maintenance agency and shall be entitled to recover as well as adjust the entire cost of maintenance from the Interest Free Maintenance Security (IFMS) Fund, except for the initial three months.

The Promoter/Nominee represents and the Allottee acknowledges, agrees and confirms that the computation of the Total Price includes leasing obligations with the Promoter but does not include in any manner recovery or payments towards running, servicing, maintenance and operation of the common areas and facilities under the floor for sale/sold. The Lessee(s)/Intending Brand/operators or the Applicants / Intending Allottees shall pay to the Promoter/Nominee/maintenance agency the cost of the maintenance services viz., running, servicing, maintenance and operation of the common areas and facilities from the date of offer of possession and lease of the said Shop/Commercial Space as per terms of lease arrangements and will demand and charge any fee/charges etc. towards payment of the common area maintenance charges apart from the user charges payable on special items/deliverables or services. The maintenance charges shall be charged on pro-rata basis and shall be conveyed at time of signing of Maintenance Agreement. The Applicant(s)/ Intending Allottee(s) individually as well as the member of registered association of allottees/ residents' welfare association ("RWA") shall given its requisite consent/no objection as and when called upon by the Promoter for providing of such maintenance services. The scope of services to be provided free of cost during the aforesaid Maintenance Free Period will be security services; cleaning and maintenance of common areas; up-keeping and maintenance of greens areas/parks, horticulture; servicing and maintenance of machinery & equipment, replacement of electrical gadgets and accessories viz., bulbs/tubes etc. in common areas. Further, during the aforesaid Maintenance Free Period, the Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) shall be liable to pay on actual basis charges towards electricity and water consumption in the said Shop/Commercial Space.

The amount payable towards IFMSD will be paid and deposited by the Applicant(s)/Intending Allottee(s) in accordance with the agreed payment plan. During the Maintenance Free Period, the Promoter shall be entitled to use the same as per its discretion and after expiry of Maintenance Free Period, the same shall be retained and used for providing uninterrupted maintenance services in the said Complex till a legal association is formed with actual participation of occupiers/allottees to take over the balance of IFMSD if any. The Applicant(s)/Intending Allottee(s) further acknowledges, confirms and agrees that after expiry of the aforesaid Maintenance Free Period, the Applicant(s)/Intending Allottee(s) shall be liable and pay the applicable maintenance charges towards common area maintenance on pro-rata basis as may be assessed by the Promoter/RWA or the nominated maintenance agency, as the case may be.

32. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of direct services or any other

obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant(s)/Intending Allottee(s) from the date of handing over possession and lease, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Applicant(s)/Intending Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that outsourced items such as air conditioners AHU'S,, electrical items, lifts, gen sets etc., if any, will be covered as per terms of warranty of manufacturers.

33. RIGHT OF APPLICANT(S)/INTENDING ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Applicant(s)/Intending Allottee(s) hereby agrees to purchase the said Shop/Commercial Space on the specific understanding that his/her right to use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Promoter/Association of Allottees and performance by the Applicant(s)/Intending Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time. It is clarified that full/complete Complex's facilities and amenities shall be available only for use and enjoyment of all Allottees of the said sold floors only after achieving at least 50% actual occupancy by the Applicant(s)/Intending Allottee(s). Further the Promoter shall keep watch and ward in the said Complex till completion of all the phases through Security Agency/security guards/ security systems. Furthermore, Maintenance Agency nominated by Promoter shall provide the maintenance service to said Complex until the maintenance is taken over by the Association of the Allottees. Applicant(s)/Intending Allottee(s) shall participate towards the formation of an Association of the Allottees and limited to areas/floors sold and Promoter retained areas as per its own discretion and standards. The Allottees(s) shall not object in any manner for construction of further phases in said Complex.

34. RIGHT TO ENTER THE SAID SHOP/COMMERCIAL SPACE FOR REPAIRS

The Promoter /Association of Allottees/Maintenance Agency shall have rights of unrestricted access of all Common Areas, closed parking and open parking spaces for providing necessary maintenance services and the Lessee(s)/Intending Brand/operators or the Applicant(s)/ Intending Allottee(s) agrees to permit the Promoter/Association of Allottees and/or Maintenance Agency to enter into the said Shop/Commercial Space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

35. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) shall not be permitted to enter or use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the authorized maintenance personal of the Promoter only as the same are not part of any sale consideration as the same are retained for the purpose of operation and lease by the Promoter.

It is further agreed between the Parties that except the specific parking spaces allotted to the Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s), the Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) shall not have right, title or interest in the un-allotted/un-sold and/or reserved/remaining parking spaces in the basement and the ownership of such un-allotted/remaining parking spaces as well as entire equipments, service areas and facilities in the basement shall vest in the Promoter. The Applicant(s)/Intending Allottee(s) acknowledges, agrees and confirms that the Promoter shall be fully entitled to deal with the un-allotted/remaining parking spaces and other areas in the basement at its own discretion and the same shall remain the absolute property of the Promoter/nominee till it is allotted in any other manner. The Applicant(s)/Intending Allottee(s) shall not raise any claim against such un-allotted/ remaining/ reserved parking spaces in the basement or on the surface of the said Land nor shall the Applicant(s)/ Intending Allottee(s) attempt to use or park his/her vehicles thereon without permission.

36. GENERAL COMPLIANCE WITH RESPECT TO THE SAID SHOP/COMMERCIAL SPACE:

The Applicant(s)/Intending Allottee(s) shall, after taking possession and lease, be solely responsible to maintain the said Shop/Commercial Space at his/her own cost, in good repair and condition and shall not do or cause to be done anything in or to the Building, or the Shop/Commercial Space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Shop/Commercial Space and keep the Shop/Commercial Space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Applicant(s)/Intending Allottee(s) further undertakes, assures and guarantees that he/she or Lessee(s)/Intending Brand/operators would not put any sign-board / name-plate, neon light, publicity material or advertisement material, hanging of clothes etc. on the face / facade of the Building or anywhere on the exterior of the said Complex, buildings therein or Common Areas. The Applicant(s)/Intending Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Applicant(s)/Intending Allottee(s) shall

not store any hazardous or combustible goods in the Shop/Commercial Space or place any heavy material in the common passages or staircase of the Building. The Applicant(s)/Intending Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Shop/Commercial Space.

The Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or Maintenance Agency appointed by or on behalf of Association of Allottees. The Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

37. COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY APPLICANT

The Applicant(s)/Intending Allottee(s) is submitting present application for the allotment of a Shop/Commercial Space with the full knowledge of all laws, rules, regulations, notifications applicable to purchase of immovable property in general and the said Complex in particular along with leasing obligations with the Promoter. That the Lessee(s)/Intending Brand/operators or the Applicant(s)/Intending Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Shop/Commercial Space, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop/Commercial Space at his/ her own cost.

38. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said Complex after the building plan has been approved by the competent authority(ies) except for areas earmarked for subsequent phases/future developments and legally acquired additional FAR, density etc. or as provided in the Act, agreed in this Agreement and as per approved revised plans by competent authority.

39. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes proposed Agreement for sale, it shall not mortgage or create a charge on the said Shop/Commercial Space except its recoverable and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s)/Intending Allottee(s) who has taken or agreed to take such Shop/Commercial Space. The Allottee further understand and agree that the Promoter shall have right to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of said Complex or any part thereof including the recoverable against the said Shop/Commercial Space, subject only to the condition that a NOC for the said Shop/Commercial Space shall be obtained from the said institution, company or bank either before or after the execution of the Conveyance Deed or the execution of a tripartite agreement with the respective institution, company or bank financing a home loan for the said Shop/Commercial Space, as the case may be. The Allottee further acknowledge, understand and agree that any such charge or mortgage made/created by the Promoter shall not constitute an excuse from performing obligation of timely payments of the Total Price of the said Shop/Commercial Space or be the basis of any claim against the Promoter. Such mortgage /charge shall be vacated before execution of conveyance deed.

40. Apartment Ownership Act:

The Promoter has assured the Applicant(s)/Intending Allottee(s) that the said Complex in its entirety is in accordance with the provisions of the Delhi Apartment Ownership Act, 1986 and the Promoter is in compliance of various laws/regulations as applicable.

41. ENTIRE Agreement:

The proposed Agreement for Sale, along with its schedules, shall constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop/Commercial Space /building, as the case may be.

42. PROVISIONS APPLICABLE ON APPLICANT / SUBSEQUENT APPLICANTS:

It is clearly informed to the Applicant(s)/Intending Allottee(s) that all the provisions contained herein and the obligations arising hereunder in respect of the said Complex shall equally be applicable to and enforceable against any subsequent buyer/transferee of the said Shop/Commercial Space, in case of a transfer, as the said obligations go along with the Shop/Commercial Space for all intents and purposes.

43. WAIVER NOT A LIMITATION TO ENFORCE:

43.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out herein, waive the breach by the Applicant(s)/Intending Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment or giving special discounts etc. It is made clear and so agreed by the Applicant(s)/Intending Allottee(s) that exercise of discretion by the Promoter in the case of one Applicant(s)/Intending Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other applicants.

43.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

44. **SEVERABILITY:**

It any provision of this Application Form and the proposed Agreement for Sale is determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Application Forms and Agreement for sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of that Agreement for sale and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be.

45. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE PROPOSED AGREEMENT FOR SALE**

Whenever in the proposed Agreement for sale it is stipulated that the Applicant(s)/Intending Allottee(s) has to make any payment, in common with other Applicant(s)/Intending Allottee(s) in Complex, the same shall be the proportion which the carpet area of the said Shop/Commercial Space bears to the total carpet area of all the shops/commercial spaces in the said Complex as well as exclusive conveyable areas.

46. **FURTHER ASSURANCES:**

The Applicant(s)/Intending Allottee(s) agree that it shall execute, acknowledge and deliver to the Promoter such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of the allotment and proposed Agreement for Sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

47. **NOTICES:**

The Promoter will communicate with the Applicant(s)/intending allottee(s) mainly through emails unless statutory requirement of postal letters (s)/notice(s) is obligatory. All notices/letters to be served on the Applicant(s)/intending allottee(s), will be served on the communication address as mentioned in the Application Form and it shall be deemed to have been duly served if sent to the Sole Applicant/intending allottee or the first Applicant(s)/Intending Allottee(s) in case of more than one applicant, or mailed at the email address given by Sole Applicant/intending allottee or the first Applicant(s)/Intending Allottee(s). However, any change in the address of the Applicant/intending Allottee shall be communicated to the Promoter through e-mail/registered post within 7 days of such change.

48. **JOINT APPLICANTS:**

That in case there are Joint Applicants/Intending Allottees, all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address and/or Email ID given by him/her which shall for all intents and purposes to consider as properly served on all the Applicants/Intending Allottees.

49. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of the Application/ proposed Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force.

50. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of present application/ proposed Agreement for Sale, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions by holding 3 meetings mutually recorded, failing which the same shall be settled through the adjudicating officer appointed under the Act.

51. **PROMOTER RESERVES THE RIGHT TO TRANSFER DEVELOPMENT RIGHTS:**

The Promoter reserves its right to transfer development rights of the said Complex in whole or in parts to any of its nominee(s), subsidiary company, other entity, such as LLP, Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency, sole proprietorship etc. by way of JV/ sale/ disposal or any other arrangement, in accordance with the said Development Agreement, as may be decided by the Promoter in its sole discretion without any intimation, written or otherwise to the Applicant(s)/intending allottee(s) and the Applicant(s)/intending allottee(s) agrees that he/she shall not raise any objection in this regard. However the Promoter shall ensure that the rights of the Applicant(s)/intending allottee(s) will remain unchanged and the terms of this Agreement will be adhered to.

52. **ENVIRONMENTAL OBLIGATION OF ALLOTTEE:**

The Applicant(s)/intending allottee(s) hereby agrees and undertakes that he/she shall always maintain the ecological harmony inter alia common area, solar lighting, water recycling, waste segregation, CFL lighting, double glazing, water harvesting and recharge pits and to maintain flora & fauna, extensive plantation and aqua life and has fully understood and has willingly committed to share the extra obligations for environment conservation within the Complex and shall always be cooperative and vote for any or

all decisions, which will be requested by the Promoter for long term maintenance of extra establishment for this cause.

53. **AREAS CONSIDERED/ NOT CONSIDERED IN CALCULATION OF SALEABLE AREA:**

PROMOTER RETAINED AREAS/AREAS NOT CONSIDERED IN CALCULATION OF SALEABLE/CONVEYABLE AREA: It has been specifically represented and categorically acknowledged, agreed and confirmed by the Applicant(s)/ intending allottee(s) that following specified areas and facilities within the said Complex and costs thereof have not been taken into consideration and kept aside from the calculations of sale consideration and not factored in/loaded in saleable area of the said Shop/Commercial Space as well as common areas to be conveyed to the Association of Allottees, and that such areas which are designated specifically as the Promoter/Company Retained Areas and have not been calculated as being part of common areas or any price or cost computation toward the saleable/common areas by the Promoter and therefore, shall always be the property and sole ownership of the Promoter or its nominee(s) as it has specifically been conceived, designed and executed for Promoter's own ownership areas to be used as per its own sole discretion and shall be retained by the Promoter and shall never be construed part of either common areas or common facilities and the Applicant(s)/ intending allottee(s) and/or association of allottees welfare association shall not have any right title or interest of any nature whatsoever in the same as cost of construction thereof is not computed while deciding the sale price of the saleable area. The Promoter or its nominee(s) shall always be free and entitled to reap the commercial benefits of these areas and facilities as per its discretion. It is further reiterated herein that Promoter has not intended to convey any right or interest in any of such units/areas/facilities and areas and costs thereof have not been undertaken towards calculation of pro-rata common areas and sale consideration for the Allottee(s) which includes

- Entry and Exit and landscape open areas in and around the commercial Complex except rights to ingress/egress;
- Basements and its parking rights;
- All the services, services areas, machines, equipments and services installed there in at the cost of promoter or its nominee(s)
- Entrance lobbies, atriums, left lobbies, and escalators etc.;
- car parking on 7th, 8th, 9th and 10th Floors;
- Terrace and open to sky areas not specifically allotted;
- Service Floor.

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing has been concealed or withheld by me/us there from. I/We have fully read over and understood the above mentioned terms and conditions and agree to abide by the same and has/have signed all pages of this Application in token of my/our acceptance of the same.

Thanking you
Yours faithfully,

Signatures of: Sole/FirstApplicant Second Applicant

Date: _____

Place: _____

Definition of Saleable/Conveyable Area

Computation of price shall mean the conveyable/saleable area including carpet area plus the area enclosed by the periphery walls, area under the columns, semi-built walls, half of the area of walls common with other premises, cupboards, exclusive balcony's or any other exclusive area conveyable to the Allottee(s) as exclusive area as also pro-rata undivided area to be conveyed to Association of Allottee(s) and have been calculated and computed in fixing as conveyable area of the said Shop/Commercial Space as filed under declaration deed and RERA registration but excluding services and all the areas retained by the Promoter or its nominee(s) or any other commercial facilities, like Atrium, covered lobbies or areas developed and created on the roof top/ top floor, if any, developed by the Promoter but not calculated in the computation of super area of the said Shop/Commercial Space and retained as assets of the Promoter while fixing the price and deciding about super area as are filed under RERA and to be covered under declaration deed.

It is further clarified that the areas mentioned in the Agreement for Sale and/or lease /conveyance deed are only factored for the purpose of computing sale price in respect of said Shop/Commercial Space. The inclusion of such common areas, for the purpose of calculating saleable area does not give divisible right, title or interest in common areas to Allottee(s)/Lessee(s) except the right to use common areas by sharing with other occupants/ Allottee(s) in the said Complex.

Common areas and facilities

1. Entry/exit areas and associated rights to shop/commercial space/Halls allotted;
2. All corridors, staircases and lobbies other service areas only on the floor/auditorium(s)/Hall(s) under sale to allottee(s);
3. Single point metered delivery establishment for HVAC/Electricity/water/fire Hydrants and any service falling under limited common areas to be allotted to the Allottee(s)/Association on the particular floor/level in the Said Complex.

EXCEPTIONS

1. All the other floors including the basements not under sale by the Promoter/nominee which are to be exclusively owned, leased or managed by the Promoter/nominee at its own cost and expenses;
2. All other structure in said Complex, machine rooms, machineries, equipments, generator sets, electrical establishments including control panels, sub-station, transformers, pump rooms, STPs, WTPs, lifts, lift rooms, escalators and all other support establishments and areas including terraces, munties, maintenance office/rooms, store room, Intelligent Building Maintenance and Control Systems and rooms, Promoter retained areas in atrium and lobbies will always be owned by Promoter/nominee.
3. Service Floors
4. All parking areas(except those allotted to the Lessees or Allottees

SPECIFICATIONS

1. Bare-shell of Commercial Space/Shop/Hall(s) as per carpet area allotted /under sales;
2. Finished lifts and lobby areas as well as passages;
3. Fire sprinklers provided;
4. Service(s) through single point metered delivery on the particular Hall/shop/space as well as at the undivided areas of the floor under sale to Allottee(s);
5. Finished Staircases and refuge area;
6. External Glass façade with latest standards;
7. HVAC – Chillers water lines provided for Air conditioning;
8. Atriums and lobbies to be provided with central air conditioning;
9. Appropriate numbers of lifts to be provided as per approved norms and layout;
10. Appropriate numbers of escalators to be provided as per approved norms and layout;
11. Common Area to be finished with granites and imported marbles;
12. Central surveillance systems to be provided in common areas;
13. Toilets to be provided as per approved layout plan and design;
14. Access control systems to be provided where ever necessary;
15. Multilevel car parking to be serviced with car lifts;
16. Appropriate signge's at different places in the Commercial Complex;

To

M/s Raheja Developers Ltd.

Office Space 317, 3rd Floor,
Raheja Mall, Sector-47, Sohna Road,
Gurugram - 122001 (INDIA)

Sub. : Consent for revision/change in layout/zoning/building plans.

Sir/Madam,

I/we have been allotted Shop/Commercial Space and further entered into an Agreement for Sale with M/s Raheja Developers Ltd. to purchase the Shop/Commercial Space bearing unit No. _____, at _____ floor in "Delhi Mall" Commercial Complex, adjoining Navin Minar, New Delhi – 110008.

In reference to the terms agreed under the application for allotment, leasing registration for allotment and the Agreement for Sale, I/we hereby give my/our irrevocable consent for bringing about change in the layout/zoning/building plans which have been explained to me and for the benefit of the Complex as well as the requirement of INOX design and layout.

I have also carefully seen that the changes are for better designing of the complex and for purposed of lessee/operators requirements for the purpose of leasing and operational optimization etc. and due to planning or technical reasons necessitated due to change in the Government norms and policies including FAR/usage revision under the Authority/Master Plan modifications or other Govt. requirements, granted due to latest Govt. policies necessitating revised building plan from concerned authority. Further, I/we give my/our unconditional consent to the usage between various floors and other areas in the aforesaid Complex.

Thanking you

Signature(s)

Name _____

Address _____

Date: _____

Declaration cum Indemnity by real estate agent

To,
M/s Raheja Developers Ltd.
Office Space 317, 3rd Floor,
Raheja Mall, Sector-47, Sohna Road,
Gurugram - 122001 (INDIA)

Date: _____

I, the below named real estate agent, do hereby solemnly declare, affirm and undertake as under:

1. That I have been duly registered with the Real Estate Regulatory Authority for the National Capital Territory of Delhi at New Delhi to act as a real estate agent in New Delhi and my registration number is _____, dated _____.
2. I undertake to keep my aforesaid registration valid and to comply with the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder from time to time.
3. I declare that I have not represented or assured to the Applicant(s)/intending Allottee(s) herein, anything beyond the terms and conditions contained in this Application and the Applicant(s)/intending Allottee(s) has/have been duly apprised about the physical location of & availability of the infrastructure at the project site as on date.
4. I undertake to always defend, indemnify and hold the Promoter indemnified & harmless from all allegations, claims, liability or loss arising from any act, deed, representation or assurance made on my part to the Applicant(s)/intending Allottee(s) herein.

Yours sincerely,

(_____)

Name:

Address:



RAHEJA DEVELOPERS LTD.

AN ISO 9001:2008; ISO 14001:2004 & OHSAS 18001:2007 Certified Company

Office Space 317, 3rd Floor, Raheja Mall, Sector-47, Sohna Road, Gurugram - 122001 (INDIA)

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CIN: U45400DL1990PLC042200