

CERTIFICATE OF POSSESSION

We, M/s IITL-NIMBUS THE HYDE PARK, NOIDA (a partnership firm), are handing over the physical possession of **Apartment No. / Residential Unit No. 503**, having Super area of 1,835.00 Sq. Ft. on 5 floor in Tower No. TOWER U of the Housing Project known as "The Hyde Park" situated at Plot No. GH-03, Sector-78, Noida, District Gautam Budh Nagar (U.P) ("*the Apartment/residential unit*") in **un-finished/semi-finished form** to Mr. RAJIV KUMAR BANSAL / Mrs. PREETI BANSAL /S/o SH. KALU RAM BANSAL / W/o MR. RAJIV KUMAR BANSAL, R/o. 294, CHANDERLOK COLONY, STREET NO-9, SHAHDARA, Delhi, , Delhi, 110093 ("*the allottee/Sub-Lessee*") on this Jul 20, 2019 subject to the following terms and conditions:-

1. The Allottee shall deposit with the Firm, Non-Judicial Stamp Papers of requisite value and all amounts for meeting the expenses for execution and registration of Tri-Partite Sub-Lease Deed between the NOIDA Authority, the Firm and the Allottee with respect to the Apartment within a period of **30 days** as and when demanded by the Firm /developer / builder and get tripartite sub lease deed executed positively within a period of **60 days** hereof or such other date duly intimated by the NOIDA Authority.

Subject to the provision contained in Clause I here-in- above, it is agreed, Understood and declared that:

2. The Allottee shall pay all taxes, levies, value added tax (VAT), Goods & Services Tax, charges of whatsoever nature and form imposed by the Municipal Authority /State / Central Authority with respect to the said Apartment/complex. In addition, the Allottee shall also pay all electricity charges, water charges, sewere charges, house-tax, maintenance charges etc., which may be imposed/charged with respect to the Apartment/residential unit.
3. That from the date of receiving possession, as provided herein above, the Allottee shall, at his own cost, keep the said apartment/residential unit, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good, tenantable, fit and proper condition and will ensure that the structure/ safety of the Apartment is in no way endangered. The Allottee shall neither himself do nor will permit or suffer any thing to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule notification, regulation or bye-laws of the NOIDA Authority.
4. The Allottee shall not use the Apartment /residential unit or permit the same to be used for purpose other than residential. The Allottee shall not use the Apartment/residential unit for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other apartments in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Apartment/residential unit which may cause damage to any flooring or ceiling of any apartment over below or adjacent to the Apartment /residential unit or

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in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

5. The Allottee undertakes not to block or cover common passages. The Allottee further agrees and undertakes not to cover the balconies and verandahs. No changes in the external facade and the elevation whatsoever will be made by the Allottee. No internal change of whatsoever nature inside the Apartment/residential unit shall be carried out without the prior written approval of the Firm.
6. The Allottee understands that swimming pool is for the use of Residents only. The swimming activities shall be carried out by the Allottee and his dependents at their risk and responsibility. The Firm shall in no manner be responsible for an accident at the swimming pool. The Allottee shall not encourage guests at the swimming pool.
7. The Allottee(s) will pay off all the liabilities as mentioned herein above and will observe and perform all the covenants and conditions contained herein above. The Allottee shall keep the Firm and its agent and representatives, estates and effects, indemnified and harmless against the said payment and observance and performance of the said conditions. In the event of any demand being raised against the Firm for any taxes, levies, charges as a result of any legal claim, rule or notification, the same shall be reimbursed to the Firm by the Allottee in ratio which the Super area of the Apartment/residential unit bears to the total super area. Such Amount shall be paid within fifteen days of the intimation by the Firm to the Allottee.
8. The maintenance of the basic services such as internal roads, water supply, sewerage, electricity and upkeep and maintenance of common areas, outer walls of the buildings, parking spaces, security of the complex, power back up, lifts and common areas shall be carried out by the Firm or any other agency appointed by the Firm till the complex is transferred to a duly constituted Residents' Welfare Association. The Allottee shall not impose any civil or criminal liability on the Firm on account of any omission, lapse or deficiency in the maintenance services.
9. The Allottee declares that after due inspection of site the Allottee has taken over the physical possession of the Apartment in a satisfactory condition and the Allottee shall have no claim against the Firm for any defect shortcoming or deficiency therein.
10. That the Allottee declares that he/ she shall abide by the terms of allotment/Builder Buyer Agreement and / or the terms of the Sub -Lease and shall also pay the taxes, due or any other charges that the Allottee may be required to pay to the Firm or to the NOIDA Authority or to any other Government Department or Agency within the specified period.
11. The Allottee understands and declares till the time the Sub- Lease Deed is executed in his / her favour, the said Apartment shall be used by him/ her only for purpose of providing interior fit-out works and not for any residential purposes.

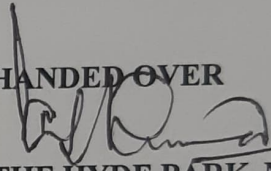
12. That subject to the terms and conditions of allotment, on and after payment of the sale price and other charges, taxes, Value Added Tax (VAT), Goods & Services Tax and dues, the allottee shall have the exclusive ownership and possession of the Apartment, the specified percentage of undivided interest in the Common Area & Facilities and the right to exclusive usage of the parking space.
13. The Allottee(s) before taking over actual physical possession of Said Residential Unit, has/have satisfied myself/ourselves as to the area/dimension/location/design, cost and allied charges including PLC* (if any) charged in respect of said Unit. I/We the above said allottee have been seen the sanction lay-out plan and / or revised lay-out plan with respect to the said project / residential unit and I/We the Allottee is fully satisfy with the development work executed by the Developer / Builder with regard to the said Apartment /residential unit and I/We(the allottee(s) don't have any objection for the said change/revision and hereby consent for the same.

In the event the Allottee fails to comply with or violates any of the terms stipulate herein, the possession of the Apartment /residential unit granted to him/ her by virtue of this Certificate is demand to have been withdrawn without any further notice, thereby enabling the Firm to reenter the Apartment /residential unit forthwith.

POSSESSION RECEIVED


(ALLOTTEE/ATTORNEY HOLDER)

POSSESSION HANDED OVER


For IITL-NIMBUS – THE HYDE PARK, NOIDA