

ELEGANT BUILD DEVELOPERS LLP
B-1, D-61-62 KASHYAP PATH SHYAM NAGAR
SODALA, JAIPUR, RAJASTHAN
302019
Contact Number :9829449921

Subject : Standard Fire And Special Perils Policy No :260762021110410111

Dear Sir,

Welcome to the Reliance General Insurance family!

Thank you for choosing Reliance General Insurance as your preferred insurance partner.

We are pleased to inform you that you have been insured under Policy No.260762021110410111 (attached herewith).

This Policy has been prepared based on the information furnished by you. We request you to kindly go through the same. In case a duly signed proposal form has not been submitted, information received from you, whether orally or in writing, has been specified in the Policy document on the basis of understanding provided to the Company.

If you find any discrepancy in the document, kindly write to us immediately for necessary rectification in writing forthwith but in no case later than 15 days from the date of receipt of the Policy document. In the absence of any communication from your end, the contents of the policy shall be deemed as accepted.

To enable us to serve you better, you are requested to mention your Policy Number in all your further correspondence.

While we believe that with Reliance General Insurance, you get nothing less than excellent and unparalleled services, should you have any complaints or post purchase requirements like correction / changes in the policy or claims to be reported, please write to us on

Write to **rgid.corporateservices@relianceada.com**

Looking forward to a long lasting and delightful relationship.

Yours sincerely,



For Reliance General Insurance Company Limited
Authorised Signatory

Reliance Standard Fire And Special Perils Policy

Corporate Office/Policy Issuing Office: Reliance General Insurance Co. Ltd. Reliance Centre, 4th Floor, South Wing, Off. Western Express Highway, Santacruz (East), Mumbai - 400 055, India		Policy Sourcing/Service Branch Office: MAN UPASANA, PLOT NO. C-44, 6TH FLOOR, SARDAR PATEL MARG, C- SCHEME,,JAIPUR,RAJASTHAN, - 302001 Contact No. 0141-3981827					
Agency & Code: MR. PUNEET AGARWAL 19A42787							
Policy No: 260762021110410111		Tax Invoice No. & Date: R30122053076 & 30/Dec/2020					
Customer ID No: 20001650561							
Date of proposal & declaration: 30/12/2020		Details of previous policy (In case of Renewal)					
Name, Communication Address & Place of Supply: ELEGANT BUILD DEVELOPERS LLP B-1, D-61-62 KASHYAP PATH SHYAM NAGAR, SODALA, JAIPUR, 302019, RAJASTHAN							
GSTIN/UIN of the Insured: 08ACQFS4250G1ZU							
Period of Insurance: From 15:03 Hours of 30/12/2020 To Mid-night of 29/12/2021							
Total sum insured :Rs. 100,000,000							
Details of sum insured as per annexure as enclosed.							
<table border="1"> <tr> <td colspan="2">Coinurance Details</td> </tr> <tr> <td>RGICL</td> <td>100%</td> </tr> </table>				Coinurance Details		RGICL	100%
Coinurance Details							
RGICL	100%						

Premium Details	
Premium Description	Amount(In ₹)
Net Premium	26,500.00
CGST (9 %)	2,385.00
SGST (9 %)	2,385.00
Total Gross Premium (Rounded Off)	31,270.00

GSTIN: 08AABCR6747B1ZG ; HSN: 9971 ; Description of services: Financial and related services
 Consolidated Stamp duty Rs .5 paid vide Letter of Authorisation No. Letter of Authorization No. CSD/53/2020/1645 dated 24th February 2020 at General Stamp Office, Mumbai.
 This document shall be treated as a Tax Invoice as per Rule 9(2) of the Goods and Services Tax Invoice Rules.

Note: In the event of the dishonour of cheque, this policy document automatically stands cancelled from inception, irrespective of whether a separate communication is sent or not.

In witness whereof this policy has been signed at **Mumbai** on policy original tax invoice date 30/12/2020 in lieu of Policy No. as mentioned in the policy.

For any assistance with claims, please contact us on 1800 3009 (toll free), (022) 4890 3009 or email us at rgicl.services@relianceada.com

In case of a renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be subject to change.

The policy wording with detailed terms, conditions and exclusions are available on our website www.reliancegeneral.co.in

Grievance Clause: For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call at 1800 3009 (toll free), (022) 4890 3009 or may write an email at rgicl.services@relianceada.com. In case the insured is not satisfied with the response of the office, insured may contact the Nodal Grievance Officer of the Company at rgicl.grievances@relianceada.com. In the event of unsatisfactory response from the Nodal Grievance Officer, insured may email to Head Grievance Officer at rgicl.headgrievances@relianceada.com. In the event of unsatisfactory response from the Head Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. Details of the offices of the Insurance Ombudsman are available at IRDAI website www.irda.gov.in or on company website www.reliancegeneral.co.in or on www.gbic.co.in. The insured may also contact the following office of the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company is located: Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in

For and on behalf of
Reliance General Insurance Company Limited



**GENERAL
INSURANCE**
A RELIANCE CAPITAL COMPANY

reliancegeneral.co.in
(Toll Free) 1800 3009
(022) 4890 3009

Authorized Signatory

Intermediary Name and Code:MR. PUNEET AGARWAL19A42787
Intermediary Contact Number:

Annexure

Location: VAISHALI UTSAV KHASRA NO 2047 GANDHI PATH WEST JAIPUR State-RAJASTHAN -302021								
Occupancy # 1		Dwellings - Annual	EQ Zone	IV	Section	III	Risk Code/Rate Code	1/1
Block #	Block Name	Sum insured (In Rs.)						
		Plinth & Foundations	Super Structure	Furniture, Fixtures & Fittings etc.	Plant & Machinery	Stock & Stock in Process	Others	Total
1	All blocks	0	100,000,000	0	0	0	0	100,000,000
Total Sum Insured		0	100,000,000	0	0	0	0	100,000,000
Description of property insured		RESIDENTIAL BUILDING						
Deductible-Applicable per event per insured		For Steel Manufacturing Plants, Integrated Steel Plants, Hot/ Cold Rolling Plants, Plants wherein Metal smelting, metal extraction, Ore Processing done and all types of Power Generation Plants (excluding Wind and Solar Power Plants) : • For all policies having total Sum Insured upto Rs. 10 crores at single location: 5% of the claim amount subject to minimum of Rs. 10,000/- • For all policies having total Sum Insured above Rs. 10 crores & upto Rs. 100 crores at single location : 5% of the claim amount subject to minimum of Rs. 25,000/- • For all policies having total Sum Insured above Rs. 100 crores & upto Rs. 500 crores at single location: 5% of the claim amount subject to minimum of Rs 5,00,000/- • For all policies having total Sum Insured above Rs 500 crores at single location : 5% of the claim amount subject to minimum of Rs 1,25,00,000/-						
		For all risks having occupancy other than stated above : • For all policies having total Sum Insured upto Rs.10 crores at single location: 5% of the claim amount subject to minimum of Rs. 10,000/- • For all policies having total Sum Insured above Rs.10 crores & upto Rs. 100 crores at single location : 5% of the claim amount subject to minimum of Rs. 25,000/- • For all policies having total Sum Insured above Rs.100 crores & upto Rs. 1,500 crores at single location: 5% of the claim amount subject to minimum of Rs 5,00,000/- • For all policies having total Sum Insured above Rs. 1500 crores & upto Rs. 2,500 crores per location: 5% of the claim amount subject to minimum of Rs 25,00,000/- • For all policies having Sum Insured above Rs. 2500 crores at single location: 5% of the claim amount subject to minimum of Rs 50,00,000/- • The aforesaid excess is not applicable to Dwelling if it is owned by Individuals.						
Warranties applicable		• MD- Class of Construction • Risk is not situated in basement						
Add-on Covers		• Earthquake Cover(Fire & Shock) -Rs. 100,000,000						
Clauses/Endorsement		• Earthquake (Fire and Shock) • Reinstatement Value clause(Other than Stocks) • Architects, Surveyors And Consulting Engineers Fees (upto 3% of the claim amount) • Removal Of Debris (upto 1% of the claim amount) • Sanction Limitation and Exclusion Clause						
Exclusion Applicable		• Terrorism Damage Exclusion Warranty • Any direct or indirect loss by infectious or contagious disease is excluded as per Communicable Disease Exclusion Clause						
Conditions Applicable								

Policy Wording For Reliance Standard Fire And Special Perils (Material Damage)

In CONSIDERATION of the Insured named in the Schedule hereto having paid to the Reliance General Insurance Company Limited (herein after called the company) the premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property Insured described in the said schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the property at the time of the happening of its destruction of the amount of such damage or at its option reinstate or replace such property or any part thereof.

I.Fire

Excluding destruction or damage caused to the property insured by
a) i) Its own fermentation, natural heating or spontaneous combustion
ii) Its undergoing any heating or drying process
b) burning of property insured by order of any Public Authority

II.Lightning

III.Explosion/ Implosion

Excluding loss, destruction or damage

a) To boilers (other than domestic boiler), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
b) Caused by centrifugal forces.

IV.Aircraft Damage

Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

V.Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance or public peace) in any malicious act.

If the company alleges that the loss or damage is not caused by any malicious act the burden of proving the contrary shall be upon the insured.

VI.Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. (Whenever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted)

VII.Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by and rail/road vehicle or animal by direct contact not belonging to or owned by:

a) The insured or any occupier of the premises or
b) Their employees while acting in the course of their employment.

VIII.Subsidence and Landslide including Rock Slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

a) The normal cracking, settlement or bedding down of new structures
b) The settlement or movement of made up ground
c) Coastal or river erosion
d) Defective design or workmanship or use of defective materials
e) Demolition, construction, structural alterations or repair of any property or ground works or excavations.

IX.Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

X.Missile Testing Operations

XI.Leakage from Automatic Sprinkler Installations

Excluding loss/destruction or damage caused by
a) Repairs or alterations to the building or premises
b) Repairs, Removal or Extension of the Sprinkler Installation
c) Defects in construction known to the Insured.

XII. Bush Fire

Excluding Loss, destruction or damage caused by Forest Fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

General Exclusions

1. This Policy does not cover excess stated in the policy schedule.

a) The first 5% of each and every claim subject to a minimum of Rs.10,000/- in respect of each and every loss arising out of "Act of God Perils" such as Lighting, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Subsidence, Landslide and Rock slide covered under the policy.

b) The first Rs.10,000/- for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy. The Excess shall apply per event per insured.

2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

3. Loss, destruction or damage directly or indirectly caused to the property insured by

a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding

a) Pollution or contamination which itself results from a peril hereby insured against.

b) Any peril hereby insured against which itself results from pollution or contamination.

5. Loss, destruction or damage to bullion or unset precious stones any curious or works of art for an amount exceeding Rs.10,000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives otherwise expressly stated in the policy.

6. Loss, destruction or damage to the stocks in Cold storage premises caused by change of temperature.

7. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

8. Expenses necessarily incurred on (i) Architect's, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

9. Loss of earnings, loss of delay, loss of market or other consequential or indirect loss or damage of any kind of description whatsoever.

10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism damage cover.

12. Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.

13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

General Conditions

1. This policy shall be voidable in the event of mis-representation, mis-description or non disclosure of any material particular.

2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part. PROVIDED such a fall or displacement is not caused by insured, perils, loss or damage by which is covered by this policy or would be covered if such building, range of building or structures were insured under this policy.

Notwithstanding the above the company subject to an express notice being given as soon as possible but not later than seven days of any

such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-

a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such way as to increase the risk or loss or damage by insured perils.

b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days. (Condition deleted for dwelling ratable under section III)

c) If the interest in the property passes from the insured otherwise than by will operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been affected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may else at any time be terminated at the option of the company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the company and shall within 15 days after the loss or damage, or such further time as the company may in writing allow in that behalf, deliver to the company.

a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage there to respectively, having regard to their value at the time of loss or damage not including profit of any kind.

b) Particulars of all other insurances, if any

The insured shall also at all the times at his own expense procure and give to the company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information, with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the company as may be reasonably required by or on behalf of the company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this policy shall be payable unless the terms of this condition have been complied with.

(ii) In no case whatsoever shall the company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy the company may

a) enter and take and keep possession of the building or premises where the loss or damage has happened.

b) take possession of or require to be delivered to it any property of the insured in the building or on the premises at the time of the loss or damage.

c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn and the company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the insured or diminish its right to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The insured shall not in any case be entitled to abandon any property to the company whether taken possession by the company or not.

8. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the insured, all benefits under this policy shall be forfeited.

9. If the Company as its option, reinstate or replace, the property damaged or destroyed or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend

more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the company may require, and no acts done, or caused to be done, by the company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether affected by the insured or by any other person or persons covering the same property, this company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

12. The insured shall at the expense of the Company do and concur is doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the company.

13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitrations and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

14. Every notice and other communication to the Company required by these conditions must be written or printed.

15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the company. The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy. Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

Add-ons, clauses, warranties applicable

Architects, Surveyors And Consulting Engineer's Fees (upto 3 % of the claim amount):

"It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this policy is covered upto 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils."

Earthquake (Fire and Shock)

"In consideration of the payment by the Insured to the Company of the sum of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting there from.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the company) prove that the loss damage was occasioned by or through or in consequence of earthquake."

Removal of Debris (upto 1% of the claim amount):

It is hereby declared and agreed that the expenses incurred upto 1% of the claim amount is included in the sum insured on:

- Removal of Debris from the premises of the insured;
- dismantling or demolishing;
- shoring up or propping.

Note : (b)&(c) above should be deleted when neither Building nor Machinery are covered.

Reinstatement Value Clause

"It is hereby declared and agreed that in the event of the property insured under within the policy being destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby."

Special Provisions

- The work of replacement or reinstatement (which may be carried out upon another site or in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may during the said 12 months in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
- Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
- If at any time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
- This Memorandum shall be without force or effect if :
 - The insured fails to intimate to the Company within 6 Months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

Class of Construction

Warranted that the buildings are not of Kutchha construction consisting of walls and /or roofs of wooden planks/ thatched leaves and / or grass/ hay of any kind bamboo/ plastic cloth / asphalt cloth/ canvas/ tarpaulin and the like.

Sanction Limitation and Exclusion Clause:

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America .

Transmission and Distribution Lines Exclusion:

This policy does not cover any loss of, destruction of or damage to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1,500 feet from an insured plant of the insured.

This exclusion also applies to any consequential losses, time element losses or business interruption losses resulting there from including but not limited to increased cost of working.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is, however, understood and agreed that this exclusion shall not apply to:

- o Cellular Network Package policies other than any network with physical connections like optional fiber cables.
- o Captive Power Plants
- o MD cover for Substations of power companies involved in distribution of Power is allowed for property located on premises owned and/ or controlled and/or managed by the insured.
- o Transmission and distribution lines of standalone power distribution and/or transmission companies are completed excluded.

Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

Communicable Disease Exclusion Clause

1. Notwithstanding any provision, clause or term the policy to the contrary, the policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
 - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
 - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
 2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
 - 2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
 - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
 - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
 - 2.4 the disease, substance or agent is such:
 - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
 - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.
- For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.
3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
 - 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to reinsured premises, or customer and or supplier premises (including service / utility providers), or
 - 3.2 change in consumer behaviour, or
 - 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by the policy.
 4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by the policy that is affected by such Communicable Disease.
 5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of the policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, the policy by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any reinsurance, coverage or protection under the policy that would otherwise be excluded through the exclusion set forth in this [Clause].



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6. If the insurer alleges that by reason of this [Clause] any amount is not covered by the policy, the burden of proving the contrary shall rest in the insured.