

imperia
MINDSPACE
the intelligent office complex

GOLF COURSE EXTENSION ROAD, GURUGRAM

HRERA Registration No.: 240 of 2017 dated 25/09/2017



*Indicative Image Only

UNIT BUYER'S AGREEMENT

IMPERIA MINDSPACE, SECTOR 62, GURUGRAM UNIT BUYER'S AGREEMENT
BETWEEN
IMPERIA STRUCTURES LIMITED
AND

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CONTENTS

S No.	Headings
1.	Important instructions to the Allottee
2.	Instructions for execution of the Agreement
3.	Parties
4.	Company's Representations
5.	Allottee's Representations
6.	Definitions
7.	Interpretation

Clause No.	Headings
1.	Price payable for the Unit
2.	Payment for taxes, cesses etc. by the Allottee
3.	Amount paid by allottee with application and thereafter
4.	Earnest Money
5.	Mode of payment
6.	Compliance of Applicable Laws relating to remittances in case of NRI/PIO
7.	Adjustment/appropriation of payments
8.	Time is the essence
9.	Construction of the Unit/Tower/Project
10.	Alterations/Modifications/Variations in plans
11.	Procedure for taking possession
12.	Handing over possession
13.	Execution of documents
14.	Conveyance of the Unit
15.	Maintenance of the Tower/Project
16.	Fixation of total Maintenance Charges
17.	Interest Free Maintenance Security Deposit(IFMSD)
18.	Payment for replacement, up gradation, additions of Lifts, DG Sets, Electric sub stations, Pumps, Fire Fighting equipment and other capital plants/equipments
19.	Right to enter the Unit for repairs
20.	Insurance of the Tower
21.	Permitted use of the Unit
22.	Use of basement and service areas
23.	Use of terraces
24.	General compliance with respect to the Unit
25.	Association of owners of units
26.	Compliance of Applicable Laws by the Allottee

27. Alterations in the Project
28. Right of the Company to additional FAR
29. Company's right to raise finance/mortgage
30. Raising finance by the Allottee
31. Company's charge on the Unit
32. Conversion from IT/ITES to commercial
33. Assured return
34. Leasing agreement (Optional)
35. Handing over possession of the Unit in Non-Leasing arrangement cases
36. Binding effect
37. Agreement not assignable/transferable
38. Entire Agreement
- 39(a). Right to amend terms and conditions
- 39(b). Right to amend annexures
40. Agreement specific only to the Unit
41. Provisions of this Agreement applicable on Allottee/subsequent purchaser
42. Waiver not a limitation to enforce
43. Severability
44. Captions/Headings
45. Method of calculation of proportionate share wherever referred to in this Agreement
46. Force Majeure
47. Right to join as an affected party
48. Indemnification
49. Brokerage
50. Further assurances
51. Copies of the Agreement
52. Place of execution
53. Notices
54. Joint purchasers
55. Right to transfer/assign the Project
56. Events of defaults and consequences
57. Dispute resolution by Arbitration
58. Applicable Laws of India
- Signatures and witnesses
- Annexures
- Endorsements

IMPORTANT INSTRUCTIONS TO THE ALLOTTEE

Please read carefully the following Important Instructions:

1. The Allottee (hereinafter defined) applied for allotment of the Unit (hereinafter defined) in the Project (hereinafter defined). Now, the Allottee confirms that the Allottee has read and perused the Agreement (hereinafter defined) containing the detailed terms and conditions {including the Company's (hereinafter defined) limitations} of sale with respect to the Unit in the Project. The Allottee further agrees and confirms that by signing this Agreement, the Allottee would be deemed to have read, fully understood and accepted all the terms and conditions of the Agreement in totality and the legal implications thereof, and the Allottee is agreeable to perform his/her/its obligations as per the conditions stipulated in the Agreement. The Allottee further agrees and confirms to sign the Agreement in entirety and to abide by all the terms and conditions of the Agreement.
2. The Allottee will execute 2 (two) copies of the Agreement for each Unit to be purchased by him/her/it and the Allottee agrees and understands that if the Allottee fails to execute and deliver the Agreement in its original form (and which should be received by the Company) within 30 (thirty) days from the date of its dispatch by the Company, then the allotment of the Unit shall be deemed to be cancelled and on such cancellation, the Company shall be entitled to forfeit and deduct 15% (Fifteen Percent) of the Total Sale Consideration (TSC) out of the Booking Amount or the entire Booking Amount, whichever is lower, and the balance amount, if any, would be refunded to the Allottee without any interest or any compensation whatsoever within a reasonable period of time and the Allottee shall be left with no right, title, lien, claim or interest whatsoever in the Unit.
3. The Agreement shall not be binding on the Company until executed by the Company through its authorized signatory. The Company will not execute any Agreement wherein the Allottee has made any changes/corrections/cancellations/alterations/modifications or the Allottee has made a false statement/declaration.
4. The Company reserves the right to request the Allottee to provide any additional information or documents, as it may so desire pertaining to the Allottee and the Allottee agrees to furnish such information or documents without any objection whatsoever.
5. The Allottee confirms to have read and understood the above instructions and the clauses of the Agreement and the Allottee now executes this Agreement and undertakes to faithfully abide by all its terms and conditions.

This AGREEMENT is made and executed at New Delhi on this _____ day of _____, _____

BETWEEN

M/s Imperia Structures Ltd, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044 (hereinafter referred to as the "Company" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), through its duly Authorized Signatory, Mr./Ms. _____, of the First Part.

AND

1. Mr./Ms. _____
Son/Daughter/Wife of Mr./Ms. _____
Resident of _____
Permanent Account Number _____

*2. Mr./Ms. _____
Son/Daughter/Wife of Mr./Ms. _____
Resident of _____
Permanent Account Number _____

*3. Mr./Ms. _____
Son/Daughter/Wife of Mr./Ms. _____
Resident of _____
Permanent Account Number _____

(* to be filled up in case of joint Allottees)

hereinafter singly/jointly, as the case may be, referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, include his/her/their legal heirs, executors, legal representatives and successors, of the Second Part.

AND/OR

** M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932, having its office at _____, _____ having Permanent Account Number _____, through its Partner Mr. _____, having Permanent Account Number _____, duly authorised vide Authority Letter dated _____, hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their legal heirs, executors, legal representatives and successors, of the Second Part

AND/OR

** M/s _____, an HUF firm having its office at _____, having Permanent Account Number _____, through its duly authorised Karta Mr. _____, having Permanent Account Number _____, hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, include all the members of HUF and their legal heirs, executors, legal representatives and successors, of the Other Part

AND/OR

** M/s _____ a Company registered under the Companies Act, 1956 / Companies Act, 2013, having its registered office at _____, having Permanent Account Number _____, through its duly Authorized Signatory, Mr./Ms. _____, having Permanent Account Number _____, vide Board Resolution dated _____, hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns, of the Second Part.

(** Delete whichever is not applicable)

COMPANY'S REPRESENTATIONS

- A. That M/s. Baakir Real Estates Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1E, Jhandewalan Extension, New Delhi-110055 (hereinafter referred to as the "Owner") is the Owner of all that piece and parcel of free-hold land admeasuring 8.35625 acres i.e. 33,815.528 Sq. Mtrs. situated in the revenue estate of Village Maidawas, Sector-62, Tehsil and District Gurugram, Haryana (hereinafter referred to as "Said Land").
- B. The Owner intends to construct and develop a Complex on the said land and accordingly it has obtained the LOI bearing Memo No. LC-1629/DS@-2010/9965 dated 10 August 2010 and License No. 86 of 2010 dated 23 October 2010 from the Director, Town & Country Planning, Haryana, Chandigarh (herein "DTCP") under Haryana Development and Regulation of Urban Areas Act, 1975 (herein "Act of 1975") for development of a Cyber Park/ IT Park on the Said Land.
- C. That the Owner has conceived a Plan to develop the above said land in pursuance of above said license, total FSI amounting to 9,09,995 Sq. Ft. approximately as a "Cyber / IT Park" consisting of various / block(s) of different sizes and dimensions to be developed for construction of individual Building(s)/ Tower(s) thereon along with support infrastructure, utilities and services (herein referred to as the "said project") in pursuance of the said license and in accordance with the lay-out plan to be approved by the regulatory authorities and after obtaining requisite sanctions, permissions and approvals and in accordance with the applicable laws, Bye laws, Rules and Regulations. The Owner intends to utilize / distribute the total FSI permissible on the above said Land in various Tower(s) / Block(s) for construction of Tower(s) thereon.
- D. The Company is well established in the business of real estate development and has significant expertise in developing, promoting, marketing, leasing, licensing and selling of Commercial Building, Malls, Integrated Township, Residential Building, IT/cyber Park, etc in various parts of Northern India. The Company has executed a Development Agreement for acquiring the Development Rights in respect of FSI equivalent to 2,30,000 Sq. Fts. out of Total FSI of 9,09,995 Sq. Ft. of the said land with the Owner & Splendor where under the "Owner" & "Splendor" have transferred and assigned all the rights of Development, Construction, Marketing & Sale of the said Project and / or Saleable Area/ Units therein (including but not limited to planning, designing, construction, creation, operation and maintenance), marketing, leasing, licensing, booking, allotting, selling and transferring in favour of the Company vide Development Agreement dated 05 September 2011.
- E. The Company proposes to develop the Project Land and construct, in a planned and phased manner, an IT Park to be known as "IMPERIA MINDSPACE" (hereinafter referred to as the "Project"), which shall, inter alia comprise of buildings containing units for IT/ITES use with suitable infrastructure facilities in accordance with the building plans as approved by the DGTCP vide Memo no. ZP-673/AD(RA)/2015/23912 dated 04-12-2015.
- F. AND WHEREAS any change/directions/conditions imposed by DGTCP at any stage shall be binding on the Allottee and the Allottee hereby agrees that it shall not be necessary (unless otherwise required under the Applicable Law) on the part of the Company to seek consent of the Allottee for the purpose of making any change/revision in the building plans in order to comply with such directions, conditions, changes or for the betterment of the Project; and the building plans, as may be amended and approved from time to time, shall supersede the present approved building plans.

- G. AND WHEREAS it is clarified that the Company does not intend to convey right or interest in any of the land falling outside the Project Land and no impression of any kind has been given with regard to the constructions that may take place on the land falling outside the Project Land.
- H. AND WHEREAS it is clarified that the Unit Super Area (hereinafter defined) is a specific term mentioned herein only for the purpose of computing the Sale Consideration (hereinafter defined) of the Unit, and the area which would be under the exclusive use and occupation of the Allottee would only be the Unit Area (hereinafter defined).

ALLOTTEE'S REPRESENTATIONS

- I. WHEREAS the Allottee has applied for allotment of Unit number _____ ("Unit"), super area admeasuring _____ sq mtrs (_____ sq ft) ("Unit Super Area") approximately located on floor _____ in tower number _____ ("Tower") in the Project for such Sale Consideration payable to the Company as described in the Payment Plan vide Annexure "A" attached to the Agreement.
- J. AND WHEREAS the Allottee admits and acknowledges that he/she/it had applied for the Unit with full knowledge of all the Applicable Laws applicable to the area in general and this Project in particular, which have also been duly explained by the Company and understood by the Allottee.
- K. AND WHEREAS the Allottee acknowledges that he has visited the Project site, and the Company has provided all the information and clarifications as required by the Allottee and all queries in this regard have been answered by the Company to the complete satisfaction of the Allottee and the Allottee has relied on his/her/its own judgment and investigation in deciding to apply for allotment of the Unit. The Allottee acknowledges that the Allottee has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or any selling agents/sales organizers/brokers/channel partners/associates or otherwise including but not limited to any representations relating to the description or physical condition of the Project/Unit/Tower. No oral or written representations or statements made by the Company prior to execution of this Agreement shall be considered to be a part of this Agreement and this Agreement is self-contained and complete in itself in all respects.
- L. AND WHEREAS the Allottee has required and the Company have enabled the Allottee to inspect the ownership records pertaining to the Project Land, sanctions and all other documents relating to title, competency and the rights of the Company to construct, develop, market and sell the Unit in the Project and all the limitations, restrictions and obligations of the Company in respect thereof. The Allottee has sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications to the Allottee. The Allottee has thus carried out complete due diligence of the records/documents pertaining to the Total Land, Project Land, Project, Tower, the Unit as well as of the sanctions for development and construction of the Project and is fully and completely satisfied that the Company is authorized to develop, sell and market the Project and enter into this Agreement and has fully understood all the limitations, restrictions and obligations of the Company in respect thereof.
- M. AND WHEREAS the Allottee has gone through all the terms and conditions set out in this Agreement and has clearly understood his/her/its rights, duties, responsibilities & obligations under each and all of the clauses of this Agreement. The Allottee also confirms that the Allottee has chosen to invest in the Project after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of National Capital Region and the Allottee has found that the Project is suitable, and therefore, had voluntarily approached the Company for allotment of the Unit in the Project.
- N. AND WHEREAS the Company relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, has agreed in good faith to allot the Unit and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

DEFINITIONS

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

“Agreement” means this Unit Buyer’s Agreement, including all annexures, recitals, schedules executed between the Allottee and the Company.

“Allottee” shall have the meaning as ascribed to it in the Preamble of this Agreement.

“Apartment Act” means the Haryana Apartment Ownership Act, 1983 and the Rules and/or any other statutory enactment in relation thereto or modifications thereof.

“Applicable Law” means all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority, whether in effect on the date of the signing of this Agreement or thereafter.

“Common Areas and Facilities” shall have the meaning ascribed to it in Annexure-B.

“Conveyance Deed” means the deed of conveyance which shall convey title of the Unit in favour of the Allottee in accordance with this Agreement.

“DGTCP” shall mean the Director General, Town and Country Planning, Haryana formerly known as Director, Town & Country Planning (“DTCP”), and any other officer as may duly be authorized to exercise his powers.

“External Development Charges (EDC)” means the external development charges levied or leviable and any interest paid or payable thereon (by whatever name called or in whatever form, now or in future) on the Project Land/Tower/Project/Unit by the Governmental Authority and to be paid by the Allottee as demanded by the Company and also includes any further increase in such charges.

“Foot Print” means the precise land underneath the Tower.

“Force Majeure” shall have the same meaning as ascribed to it in clause 46 of this Agreement.

“Governmental Authority” or “Governmental Authorities” means the local authority or any authority created under any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority/revenue authority having jurisdiction over the Licensed Land.

“Infrastructure Augmentation Charges (IAC)” means the infrastructure augmentation charges levied or leviable and any interest paid or payable thereon (by whatever name called or in whatever form, now or in future) on the Project Land/Tower/Project/ Unit by the Governmental Authority and to be paid by the Allottee as demanded by the Company and also includes any further increase in such charges.

“Infrastructure Development Charges (IDC)” shall mean the infrastructure development charges levied or leviable and any interest paid or payable thereon (by whatever name called or in whatever form, now or in future) on the Project Land/Tower/Project/ Unit by the Governmental Authority and to be paid by the Allottee as demanded by the Company and also includes any further increase in such charges.

“Maintenance Agency” means the Company and/or its nominee(s) to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance and upkeep of the Project.

“Maintenance Charges” shall mean the charges payable by the Allottee to the Maintenance Agency for the maintenance services of the Tower/Project, including Common Areas and Facilities but does not include;(a) the charges for consumption

of utilities in the Unit including but not limited to electricity, water, gas, etc., which shall be charged based on actual consumption and (b) any statutory payments, taxes, with regard to the Unit/Tower/Project. The details of Maintenance Charges shall be more elaborately described in the Tripartite Maintenance Agreement to be executed by Allottee.

“Non Refundable Amounts” means the interest paid or payable by the Allottee on delayed payments, service tax and/or any other Taxes and Cesses paid on Sale Consideration, late payment charges, etc.

“Occupation Certificate” means the Occupation Certificate issued by the DGTCP under the Punjab Rules for the towers constructed in the Project, whether issued for the entire Project or in parts.

“Person” means any individual, sole proprietorship firm, partnership firm, body corporate, association, joint venture, trust, any Governmental Authority or any other entity or organization.

“Preferential Location Charges (PLC)” means charges for the preferential location attribute(s) of the Unit, to be calculated on per square meter (per square feet) based on Unit Super Area, as mentioned in this Agreement.

“Project” shall have the meaning ascribed to it in Recital E.

“Project Land” means the land admeasuring about 8,917 (Eight Thousand Nine Hundred and Seventeen) Sq Mtrs {2.203 (Two point two Zero Three) acres} or thereabouts (more specifically described in Annexure-C) out of the Total Land on which the Project is being developed by the Company.

“Sale Consideration” shall have the meaning ascribed to it in clause 1.1 of this Agreement.

“Total Land” means the land admeasuring about 33,815.528 (thirty three thousand eight hundred fifteen point five two eight) sq mtrs {8.35625 (eight point three five six two five) acres} or thereabouts situated in Sector 62 in the revenue estate of village Medawas, District Gurgaon, Haryana in respect of which License No. 86 of 2010 has been granted by the DTCP.

“Taxes and Cesses” means any and all kind of taxes and cesses applicable on present transaction as on date or imposed in future even if the same is with retrospective effect, including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, labour cess, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development of the Unit/Tower/Project.

“Total Price” includes any and all kind of the amounts payable by the Allottee to the Company in terms of this Agreement for purchase of the Unit, including but not limited to the Sale Consideration, IAC, Taxes & Cesses, increase in EDC, IDC, IAC, Taxes & Cesses, electric connection deposit, electric & water meter deposit, gas pipeline deposit, gas pipeline charges, sinking fund, payments for special capital equipment for common use, any other charges that may be payable by the Allottee as per the other terms of the Agreement and such other charges as may be demanded by the Company, which amounts shall be payable by the Allottee in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Company from time to time.

“Tripartite Maintenance Agreement” means the tripartite maintenance agreement executed between the Allottee, Company and the Maintenance Agency.

INTERPRETATION:

1. Unless the context otherwise requires in this Agreement:
 - (a) any reference to the singular shall include plural and vice versa;
 - (b) any reference to the masculine, the feminine and the neuter shall include each other;
 - (c) reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
 - (d) reference to the words "include" or "including" shall be construed without limitation;
 - (e) Any reference to the term 'herein', 'hereto', 'hereunder', 'hereof', 'thereof', or similar term used in this agreement refer to

this entire Agreement and not to any particular provision in which the term is used; and

- (f) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.
2. The Allottee agrees that wherever in this Agreement it is explicitly mentioned that the Allottee has understood or acknowledged obligations of the Allottee or the rights and limitations of the Company, the Allottee has given consent to the actions of the Company or the Allottee has acknowledged its obligations, and in furtherance of the same the Allottee shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request of the Company without any protest or demur.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. PRICE PAYABLE FOR THE UNIT:

- 1.1. In accordance with and subject to the terms and conditions set out in this Agreement, the Company agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit in the Project as per details mentioned below.

Unit No.: _____

Floor: _____

Tower: _____

Type: _____

Unit Super Area (approx.): _____ square meter { _____ square feet}

Basic Sale Price (BSP) Rate @ Rs. _____ (Rupees _____ only)
per square meter {@ Rs. _____ (Rupees _____ only)
per square feet} of the Unit Super Area

Total BSP: Rs. _____/- (Rupees _____ only)

PLC, as applicable:

Total PLC @Rs. _____/- (Rupees _____ only)
per square meter {@Rs. _____/- (Rupees _____ only)
per square feet} of the Unit Super Area

Total PLC: Rs. _____/- (Rupees _____ only)

In addition to the above, the Allottee has agreed and accepted to pay the following costs and charges in respect of the Unit:-

- (a) External Development Charges and Infrastructure Development Charges @Rs. _____/-
Rupees _____ only) per square meter
{@Rs. _____/- Rupees _____ only) per square feet} of the Unit Super Area, amounting to @Rs. _____/-
(Rupees _____ only).
- (b) Interest Free Maintenance Security & Fire Fighting Charges (IFMS & FFC) charged @ Rs.150/- per Sq.ft. or Rs. 1614.6/-
per Sq. Mtr. amounting to Rs. _____/- Rupees _____ only)
- (c) External Electrification Charges (EEC) shall be charged as per actual at the time of Possession.

All the charges mentioned in this clause 1.1 alongwith the Basic Sale Price shall hereinafter referred to as "Total Sale Consideration" and shall be payable by the Allottee on the Unit Super Area in the manner as set out in the Payment Plan agreed by the Allottee and annexed herewith as Annexure-A.

- 1.2. The Allottee understands and agrees to pay increases, if any, due to increase in Unit Super Area, increase in EDC, IDC, IAC, increase in all types of security deposits and charges for water and bulk supply of electrical energy and all other increase in cost/charges, specifically provided to in this Agreement and/or any other increase in charges which may be levied or imposed by the Governmental Authorities from time to time or as stated in this Agreement.
- 1.3. The Allottee shall make the payment of the Total Sale Consideration as per the payment plan opted by the Allottee as set out in Annexure-A to this Agreement.
- 1.4. The Allottee understands and confirms that there shall be no exclusively identifiable title of ownership over any of common space/car parking spaces.
- 1.5. The Allottee acknowledges and understands that the Total Price of the Unit is calculated on the basis of Unit Super Area, which is tentative. The Unit Super Area may increase or decrease during construction period and any such change in the Unit Super Area shall be communicated to the Allottee during or after the construction of the Project is complete. Any such increase or decrease in the Unit Super Area shall be dealt with as per the provisions of clause 9 and clause 10 of the Agreement.
- 1.6. The Allottee agrees and understands that the definition of Unit Super Area, Unit Area and the tentative percentage of Unit Area to Unit Super Area as on the date of execution of this Agreement shall be subject to change till the construction of the Project is complete. The Allottee affirms that the Allottee shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Price or any change in the percentage of the Unit Area to the Unit Super Area.
- 1.7. The Allottee agrees and understands that in addition to Sale Consideration, the Allottee shall be liable to pay all applicable Taxes and Cesses, charges including service tax, VAT and any fresh incidence of tax as may be levied by the Governmental Authorities, even if it is retrospective in effect, as and when demanded by the Company, proportionately based on the Unit Super Area.
- 1.8. The Allottee agrees to pay, as and when demanded by the Company, stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Unit within the stipulated period as mentioned in the demand notices. In case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit and deduct the Earnest Money and Non Refundable Amounts, etc. and refund the balance amount to the Allottee without any interest, upon realization of such refundable amount on further sale of the Unit to any other party.
- 1.9. The Allottee agrees that any payment towards EDC/IDC/IAC/Labour Cess levied/leviable by the Governmental Authorities shall be paid by the Allottee and any increase in EDC/IDC/IAC/Labour Cess, by whatever name called or in whatever form and with all such conditions imposed by the Governmental Authorities shall be paid by the Allottee. It is also understood by the Allottee that all such levies/increases may be levied by the Governmental Authorities on prospective or retrospective basis effective from the date of Licence of the Project. The Company makes it clear that if it is required to pay such levies, EDC/IDC/IAC/Labour Cess, interest and other charge etc. in such prospective/retrospective manner, then the Company shall demand, and the Allottee undertake to pay the same. The pro-rata demand made by the Company to the Allottee with regard to EDC/IDC/IAC/Labour Cess, increase in EDC/IDC/IAC/Labour Cess etc. shall be final and binding on the Allottee. If the EDC/IDC/IAC/Labour Cess, increased EDC/IDC/IAC/Labour Cess is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the Agreement and the Company shall be entitled to cancel the Agreement and forfeit and deduct the Earnest Money along with the Non Refundable Amounts and the balance amount, if any, shall be refunded to the Allottee upon realization of such refundable amount on further sale of the Unit to any other party. If the

EDC/IDC/IAC/Labour Cess, increased EDC/IDC/IAC/Labour Cess is levied (including with retrospective effect) after the Conveyance Deed has been executed, the Allottee agrees and undertakes to pay the same on demand by the Company and if the demanded charges are not paid, then the same shall also be treated as unpaid Total Price of the Unit and the Company in addition to other remedies under Applicable Laws for recovery for unpaid charges shall also have the first charge and lien over the Unit till such unpaid charges are paid by the Allottee.

- 1.10. The Allottee agrees and understand that the Sale Consideration mentioned in this Agreement is inclusive of cost of providing electric cable upto the distribution board in each unit but does not include wiring, switches, fittings, fixtures, geysers, etc. which shall be got installed by the Allottee at the Allottee's own cost. If, however, due to any subsequent legislation/Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other Allottees as determined by the Company in its absolute discretion.
- 1.11. The Allottee agrees and understands that if the Company or the Maintenance Agency decides to apply for and thereafter receives permission from Governmental Authority, to receive and distribute bulk supply of electrical energy in the Project, then the Allottee undertakes to pay on demand to the Company proportionate share as determined by the Company of all deposits and charges paid/payable by the Company or the Maintenance Agency to the Governmental Authority failing which the same shall be treated as unpaid Total Price of the Unit payable by the Allottee for the Unit and the conveyance of the Unit shall be withheld by Company till full payment thereof is received by the Company from the Allottee. Proportionate share of cost incurred by the Company for creating infrastructure like HT Feeder, EHT Substation etc. shall also be payable by Allottee on demand. Further the Allottee agrees that the Company shall be entitled in terms of the Tripartite Maintenance Agreement to withhold electricity supply to the Unit till full payment of such deposits and charges is received by the Company or the Maintenance Agency. Further, in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from the Governmental Authority. The Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by Company from time to time.
- 1.12. The Allottee agrees and understands that the Company or its agents/its subsidiaries/associates/affiliates or sister concerns, may at its sole discretion and subject to such approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Project. In such an eventuality the Allottee fully concurs and confirms that the Allottee shall have no objection to such an arrangement for generating and/or supply of power and the Allottee gives complete consent to such an arrangement including it being an exclusive source of power supply to the Project or to the Unit directly and the Allottee understands the possibility of it being to the exclusion of power supply from the Governmental Authority/any other source. This arrangement could be provided within the Project/future project by the Company or its agents/its subsidiaries/associates/affiliates or sister concerns directly or through the association of Unit holders in the Project. Further, the Company or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Company or its agents/its subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment /plant may be located anywhere in or around the Project.

The Company or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Company or the concerned authority (ies) which may or may not be limited to the rate charged by the Governmental Authority and the Allottee shall be liable to pay the amount (based on the tariff) to the Company or its agent/its subsidiaries/associates/affiliates or sister concerns directly or through the association of Allottee respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its agents/its subsidiaries/associates/affiliates or sister concerns. Such power generating and/or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be obliged to pay the consumption charges as per the meter readings. The Allottee shall not have a right to raise any dispute with regard to such arrangement either with

regard to installation of power generating equipment or payment of tariff at any time whatsoever. This clause shall survive the conveyance of the Unit or any subsequent sale/resale or conveyancing thereof.

- 1.13. The Allottee understands and agrees that although the Sale Consideration is calculated on the basis of Unit Super Area, what the Allottee will receive pursuant to this Agreement is the physical area within the boundary of the Unit. The Allottee understands that Unit Super Area is tentative and subject to change till completion of construction. It is only upon receipt of Occupation Certificate that it shall be finally calculated and intimated to the Allottee and the Sale Consideration as shall be applicable on such final Unit Super Area shall be payable by the Allottee. The Allottee understands and agrees that although the Common Areas and Facilities have also been included in the computation of Unit Super Area such inclusion does not confer any exclusive title or interest in any of the Common Areas and Facilities to the Allottee, who otherwise shall have the right to use such Common Areas and Facilities subject to observance and compliance of the obligations under this Agreement and as may be stipulated in the Maintenance Agreement to be executed by the Allottee.
- 1.14. The Allottee confirms having understood and agreed to the description and definition of Unit Super Area and the Unit Area as mentioned in Annexure-B of this Agreement and confirms unqualified agreement to the same and agrees not to raise any dispute or to make any claim at any time in this regard.
- 1.15. The Allottee shall have the right to use the Common Areas and Facilities as per the terms and conditions given herein.
- (a) The Allottee shall have an undivided proportionate share in and the non-exclusive right to use the Common Areas and Facilities in accordance with the terms and conditions of this Agreement and shall use them harmoniously with other allottees/occupants, maintenance staff, visitors and the like without causing any inconvenience, obstruction or hindrance to anyone.
 - (b) Use of the Common Areas and Facilities shall be subject to timely payment of maintenance charges and the Allottee agrees that in the event of any negligence or failure to pay maintenance charges on or before due date, the right to use such Common Areas and Facilities may be restricted without notice.
 - (c) In addition to the above, though not forming a part of computation of Unit Super Area, the Allottee shall have the ownership of the undivided proportionate share in the land underneath the Project, subject to the rights of the Company to undertake further development of the Land as may be permissible.
 - (d) The Common Areas and Facilities and the undivided right, title and interest of the Allottee in the Common Areas and Facilities shall be fixed, limited and defined by what is specified by the Company in its declaration to be filed under the Haryana Apartment Ownership Act, 1983 and shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms to the same.
- 1.16. The Allottee acknowledges and confirms that the Allottee has not paid any amount towards any lands, areas, facilities and amenities including but not limited to those listed below, and as such, the Allottee shall have no right or interest of any nature whatsoever in the same, other than the rights to use certain specific areas, facilities and amenities as specifically provided in this Agreement. The Allottee acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Company and the Company alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, license, joint venture, collaboration or any other mode including transfer to government, semi-government, any other Person.
- (a) All land(s) (except the general commonly used areas and facilities within the Project earmarked for common use), falling outside the Foot Print or any other facility or amenity as may be provided by the Company at its sole discretion or as provided in accordance with the directions of any Governmental Authority(ies).
 - (b) All lands, facilities and amenities falling outside the periphery of the Project Land are clearly outside the scope of this Agreement and the Allottee shall have no right of any nature whatsoever in such buildings, lands, facilities and amenities.
 - (c) Any additional construction on the Project Land and/or additional buildings in and around the Project Land, which the Company may construct in order to utilize the additional FAR, if any, to the Project/ Tower.

1.17. The Allottee agrees and understands that except as is expressly provided herein, there shall be no title or interest in respect of any open space, car parking spaces provided in the Project and any other areas and the like and all such areas shall remain the property of the Company which shall be free to deal with them. The Allottee further agrees and confirms that the Allottee shall have no right, title and interest in unreserved/unallocated car parking spaces in the Project and these, except the visitor car parking spaces as provided by the Company and which shall be included in the Common Areas and Facilities, shall remain the property of the Company. The Company shall have the absolute right to assign its rights, titles and interests in such unreserved/unallocated parking spaces, including but not limited to implementation of pay and park system.

2. PAYMENT FOR TAXES, CESSSES ETC. BY THE ALLOTTEE:

That the Allottee has agreed to pay, over and above the Sale Consideration, the applicable Taxes and Cesses or any other statutory taxes, duties, charges, cess, levies, etc., by whatever name called, on the present transaction, applicable as on date or imposed in future, even if the same is with retrospective effect.

The Allottee further agrees and undertakes to pay all Taxes and Cesses, Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Governmental Authority on the Unit/Tower/Project as assessable or applicable from the date of the allotment. If the Unit is assessed separately the Allottee shall pay directly to the Governmental Authority and if the Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee.

3. AMOUNT PAID BY ALLOTTEE WITH APPLICATION AND THEREAFTER:

The Allottee has, till the date of execution of this Agreement, paid a sum of Rs. _____ (Rupees _____ only) excluding service tax, being part payment towards the Total Price of the Unit, the receipt of which the Company doth hereby acknowledges. The Allottee agrees to pay the remaining Total Price of the Unit as prescribed in Payment Plan attached as Annexure-A with this Agreement as may be demanded by the Company within the time and in the manner specified therein.

4. EARNEST MONEY:

The Allottee agrees and confirms that out of the total amount(s) paid/payable by the Allottee for the Unit, 15%(Fifteen Percent) of the Sale Consideration of the Unit shall be deemed to constitute the Earnest Money to ensure fulfillment of the terms and conditions as contained in the Agreement. In the event, the Allottee fails to perform any obligations or commit breach of any of the terms and conditions mentioned in the Agreement, including but not limited to the occurrence of any event of default as stated in this Agreement, the Allottee agrees, consents and authorizes the Company to cancel the allotment and on such cancellation, the Allottee authorizes the Company to forfeit Earnest Money along with the Non Refundable Amounts. Thereafter the Allottee shall be left with no right, title, claim, interest and lien on the Unit/Project. This is in addition to any other remedy/right, which the Company may have. If the amount paid by the Allottee is less than the forfeitable amount, then the Allottee undertakes to make good the shortfall of the forfeitable amounts.

5. MODE OF PAYMENT:

The Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan and other charges and amounts, as may be demanded by the Company from time to time, without any reminders from the Company, through A/c payee Cheque/Demand Draft/Bankers Cheque/RTGS in favour of 'IMPERIA STRUCTURES LIMITED' payable at New Delhi. The date of credit into the above account shall be deemed to be the date of payment.

6. COMPLIANCE OF APPLICABLE LAWS RELATING TO REMITTANCES IN CASE OF NRI/PIO:

In case the Allottee is a Non Resident Indian (NRI) or Person of Indian Origin (PIO), he/she shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India (RBI) Acts & Rules made there under or any other statutory amendments/modifications, made thereof and all other

Applicable Laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. The Allottee agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI, FEMA or any other law(s), the Allottee alone shall be liable for any action under the provisions of the relevant Act. The Allottee shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee and such third party shall not have any right in this Agreement or allotment of the Unit in any way and the Company shall issue the payment receipts in favour of the Allottee only.

7. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Company to adjust all the amounts received from the Allottee first towards interest on overdue installments and then towards the overdue installments or any other outstanding demand payable to the Company and finally the balance, if any, would be adjusted towards the current installment or current dues/charges for which the payment is tendered.

8. TIME IS THE ESSENCE:

The Allottee agrees that time is essence with respect to due performance by the Allottee of all the obligations under this Agreement and more specially timely payment of Sale Consideration and other charges, deposits and amounts payable by the Allottee as per this Agreement and/or as demanded by the Company from time to time. The Company is not under any obligation to send any reminders for the payments to be made by the Allottee as per the schedule of payment plan and for the payments to be made as per demand by the Company or performance of other obligations by the Allottee.

9. CONSTRUCTION OF THE UNIT/TOWER/PROJECT:

The Company is in the process of developing the Project in accordance with the tentative layout and building plans, which have been seen by the Allottee. The Allottee has clearly understood that if any alterations, revisions, modifications or changes in the layout plans, building plans and/or drawings, whether by Governmental Authority or technical reasons or otherwise required by the Company in the best interest of the Project, result into variation in size of the Unit to the extent of $\pm 10\%$ (ten percent) at the time of final measurement, the Allottee shall accept the same and shall either pay or be entitled to refund of the Total Price in proportion to such variation without any interest thereon, and no other claim, whatsoever, monetary or otherwise shall lie against the Company in any manner whatsoever by the Allottee.

10. ALTERATIONS/MODIFICATIONS/VARIATIONS IN PLANS:

The Allottee understands and agrees that the building plans, designs, layouts, specifications of the building(s)/Project and the amenities and the facilities as shown in various booklets/inserts of the Agreement shall be subject to changes/variations during the course of construction. The Company may affect such variations, additions, alterations, deletions and/or modifications therein at its sole discretion and in accordance with Applicable Laws, or as may otherwise be directed by any Governmental Authority.

In the event that variation in the Unit Super Area is greater than $\pm 10\%$ (ten percent) at the time of final measurement and the same is not acceptable to the Allottee, every attempt shall be made by the Company to offer the Allottee an alternative unit of a similar type within the Project subject to availability. In the event that such an alternate unit is available and the Allottee accepts the alternative unit, the Sale Consideration and all other charges shall be payable for the alternative unit at the rates agreed herein. No other claim, whatsoever, monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Allottee against the Company.

The Allottee understands and acknowledges that on account of modifications to the layout plan, building plans and/or for other reasons, when constructed, the Project may not include the Unit. In such an event, the Allottee shall be offered a similar unit at an alternative location within the Project. In the event the Allottee accepts the alternative unit, the Sale Consideration and all other charges shall be payable for the alternative unit at the rates agreed herein.

The construction of the Unit including all materials, equipment, fittings and fixtures shall substantially be in accordance with the specifications as given herein subject however, to the right of the Company to alter such specifications by using substitute materials and equipment, fittings or fixtures of like/similar quality and subject to any direction from any competent authority and/or the architects or due to Force Majeure conditions or reasons beyond the control of the Company and the Allottee hereby specifically agrees to this condition.

11. PROCEDURE FOR TAKING POSSESSION:

The Company upon obtaining Occupation Certificate from the Governmental Authority shall offer in writing ("Offer of Possession") possession of the Unit to the Allottee in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such notice and the Company shall give possession of the Unit to the Allottee provided the Allottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc., as may be prescribed by the Company in this regard. The Allottee shall be liable to pay the Maintenance Charges from the date referred in the Offer of Possession of the Unit.

12. HANDING OVER POSSESSION:

That the Allottee shall be handed over possession of the Unit from the Company only after the Allottee has fully discharged all his obligations and entire Total Price (including interest due, if any, thereon) against the Unit has been paid and all other applicable charges/dues/taxes of the Allottee have been paid and Conveyance Deed has been executed and registered in his favour. The Company shall hand over possession of the Unit to the Allottee provided the Allottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc. as may be prescribed by the Company in this regard. The Allottee shall be liable to pay the Maintenance Charges from the date referred in the notice for taking possession of the Unit. After taking the possession of the Unit, it shall be deemed that the Allottee has satisfied himself with regard to the construction or quality of workmanship.

13. EXECUTION OF DOCUMENTS:

The Allottee hereby agrees to execute from time to time all the documents, Agreement(s), applications, papers, documents, Tripartite Maintenance Agreement, Electricity Agreement and other relevant papers and agreement(s), by whatsoever name called, as per the Company's format as and when called upon by the Company to do so. The Allottee further agrees to do all acts, deeds and things as Company may require in the interest of the Project and the Unit. In case of joint Allottee, any document signed/ accepted/acknowledged by any one of the Allottee shall be binding upon the other Allottees.

14. CONVEYANCE OF THE UNIT:

The Company shall execute a Conveyance Deed/Sale Deed/or any other documents to convey the title of the Unit in favour of the Allottee, provided the Allottee has paid the entire Total Price in accordance with this Agreement and the Allottee is not in breach of any of the terms of this Agreement.

The Allottee undertakes and agrees to make himself/herself/itself available and present before the Sub Registrar of Assurances for this purpose on the date(s) communicated to him/her/it for this purpose by the Company.

The obligations undertaken by the Allottee and the stipulation herein to be performed or observed are on a continuing basis even beyond the conveyance of the Unit or which form the condition of ownership of the Unit, including those pertaining to the recurring obligations covered under the Tripartite Maintenance Agreement shall survive the conveyance of the Unit in favour of the Allottee and all such obligations and covenants of the Allottee shall run with the Unit within the meaning of the Section 31 of the Transfer of Property Act, 1882 and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including their tenants/licensees/occupiers for the time being.

The stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the Conveyance Deed or any other documents required to be executed pursuant to this Agreement, shall be paid and borne by the Allottee.

15. MAINTENANCE OF THE TOWER/PROJECT:

In order to provide necessary maintenance services, upon the completion of the Tower/Project, the maintenance of the Common Areas and Facilities in the Tower/Project may be done by the Company or handed over to a Maintenance Agency nominated by the Company. The Allottee agrees that it shall be mandatory to execute Tripartite Maintenance Agreement, with the Maintenance Agency or any other nominee/agency, as may be appointed by the Company from time to time for the maintenance and upkeep of the Tower/Project. The Allottee also understands and agrees that the execution of the Tripartite Maintenance Agreement is a pre-condition for conveyance of the Unit in favour of the Allottee. The Allottee further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Maintenance Charges shall become applicable/payable from the date of offer of the possession by the Company as referred in the notice of possession for the Unit by the Company to the Allottee. Maintenance Charges shall be payable even if the Allottee has not taken the possession of the Unit on the said date due to any reasons whatsoever.

16. FIXATION OF TOTAL MAINTENANCE CHARGES:

The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent month/financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee. The Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency. It is clearly understood by the Allottee that the payment of Maintenance Charges is over and above the Sale Consideration of the Unit.

17. INTEREST FREE MAINTENANCE SECURITY DEPOSIT (IFMSD):

In order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee agrees to deposit, as per the payment plan given in Annexure-A and to always keep deposited an interest free maintenance security deposit ("IFMSD") with the Maintenance Agency. The Allottee shall be bound to make further contributions to the IFMSD as and when any demand of the same is raised by the Maintenance Agency. Whenever applicable, the Allottee shall also be liable to make payment in respect of special capital equipment meant for the common benefit or use of all the occupants of the Project or for any other facilities as may be required in general or as specified by the Governmental Authority.

18. PAYMENT FOR REPLACEMENT, UP GRADATION, ADDITIONS OF LIFTS, DG SETS, ELECTRIC SUB-STATIONS, PUMPS, FIRE FIGHTING EQUIPMENT AND OTHER CAPITAL PLANTS/EQUIPMENTS:

As and when any plant and machinery within the Project/Tower, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Project, on pro-rata basis. The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same. The Allottee shall also make contribution to the sinking fund, if any, in the Project.

19. RIGHT TO ENTER THE UNIT FOR REPAIRS:

In addition to the Company's/Maintenance Agency's rights of unrestricted access and usage of all Common Areas and Facilities for providing necessary maintenance services, the Allottee agrees to permit the Maintenance Agency to enter into the Unit 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. Any refusal of the Allottee to give such right to entry will be deemed to be a breach and the Maintenance Agency shall be entitled to take such actions as it may deem fit.

20. INSURANCE OF THE TOWER:

The structures comprising the Project, including the Tower in which the Unit is located may be insured against fire,

earthquake, riots and civil commotion, terrorism, etc., by the Company/Maintenance Agency on behalf of all the unit owners in the Tower/Project and the proportionate cost thereof shall be payable by the Allottee according to the pro-rated Unit Super Area. However, all the personal belongings, fixtures and valuables whatsoever of the Allottee contained in the Unit shall be insured by the Allottee at its own cost. The cost of insuring the building structure shall be recovered from the Allottee as a part of total Maintenance Charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable the insurance of any Unit or any part of the construction/buildings comprising the Project or cause increase in the premium to be paid in respect thereof in which event the Allottee shall be solely responsible and liable.

21. PERMITTED USE OF THE UNIT:

- (a) The Allottee shall not use the Unit for any purpose other than for the purposes provided under this Agreement and shall use the same in a manner that does not cause nuisance or annoyance to other occupants of the Tower/Project. Use of the Unit shall not be against public policy or for any unlawful, illegal or immoral purposes or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals regardless of the occupation, business enterprise or trade of the Allottee/occupant. The Allottee or the occupant shall not do or permit anything to be done within or around the Unit for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit or to any unit above, below or adjacent to the Unit or anywhere in the Tower/Project or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The Allottee hereby agrees and confirms to indemnify the Company against any penal action and liability, damage or loss due to misuse for which the Allottee/occupant shall be solely liable and responsible under Applicable Law and equity. If the Allottee uses or permits use of the Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Company shall be entitled to cancel this Agreement and repossess the Unit besides pursuing such other remedies as may be available to the Company under Applicable Law.
- (b) The Allottee agrees not to fix or install air conditioners or heating units or any other equipment in the Unit (except at designated places in the Unit for such installation, provided such places for equipment installations are specified and permitted by the Company) or anything that in any manner alters, changes or otherwise modifies the external façade of the Unit/Towers.
- (c) The Allottee agrees not to fix or install any antenna on the roof top or terraces or external façade of the Towers except by the prior written sanction of the Company and at only such places as may be earmarked by the Company for such purpose.
- (d) The Allottee shall take prior written permission from the Company/Maintenance Agency about all interior works proposed to be undertaken inside the Unit. The Allottee shall adhere to all fire and other safety regulations including the structural integrity of the building in which Unit is situated and shall not exceed electrical loads beyond the allocated limits. The Company reserves its right to inspect all interior works and may where required, direct and require the Allottee to undertake such modifications or changes in the interior works as may be necessary to ensure compliance with this clause. Failure of the Allottee to abide by this clause or to meet any directions or requirements of the Company in this regard shall be deemed to mean an Event of Default within the meaning of this Agreement.
- (e) The Allottee undertakes and agreed to carry out only the business of permitted activity and assures that it shall be bound by the stipulations imposed by DGTCP and the terms and conditions broadly set out herein or those imposed by any Government Authorities.
- (f) The Allottee shall be entitled to put up signage, name, sign board, publicity or advertisement material at only such places as may be earmarked by the Company/Maintenance Agency for such purpose. Save and except as aforesaid, the Allottee hereby agrees that it will not put up any name or sign board, publicity or advertisement material on the external facade of the Project or Tower/s or Unit or anywhere in the Common Areas without the prior written permission of the Company/Maintenance Agency. Further the Allottee shall also be liable to pay charges, as applicable in the respect of signage/s, to the Company/Maintenance Agency alongwith any taxes that may be imposed by any Government Authority for putting any signage on the external façade of the Tower/ Project or in the atrium.

- (g) Allottee shall be allowed to put up its name in the building directory at the ground floor lobby and signage/name board at the entrance door of Unit. However, the shape, location and size of any such signage/name board shall be subject to approval of Company/Maintenance Agency and Applicable Law.

22. USE OF BASEMENT AND SERVICE AREAS:

The basement and service areas as may be located within the Project shall be earmarked by the Company to house services, including but not limited to, electric sub-stations, transformers, DG sets, underground water tanks, pump rooms, maintenance and services rooms, fire-fighting pumps and equipment and other permitted uses as per Zoning/building plans. For safety and security reasons the Allottee shall not be permitted to access or use such areas in the basement or elsewhere in any manner whatsoever and the same shall be reserved for use by the Company or the Maintenance Agency and its staff and employees for rendering services.

23. USE OF TERRACES:

The Company shall have all the rights over the roof tops/terraces in the Project. The Company shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof.

24. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

The Allottee shall be solely responsible to maintain the Unit in a condition of good repair and shall not do anything or cause anything to be done in or to the Unit or any other unit in the Project or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be a source of nuisance to the neighbors or devalue the aesthetics or is in violation of Applicable Law or rules of any authority or change or alter or make additions to the Unit and to keep the Unit, its walls and partitions, sewers, pipes and appurtenances thereto or belonging thereto, in good condition and maintain the same and ensure that the support and shelter of the Tower in which the Unit is located is not damaged or otherwise jeopardized in any manner. The Allottee further undertakes, assures and guarantees not to display any sign board/name plate, neon-light, publicity material or advertisement material, nor install any other appliances/air conditioners/coolers on the face/façade or anywhere on the exterior of any of the Towers or common areas (except at the designated places which may be specified in the Unit/Towers for such installation). The Allottee shall also not change the color scheme of the outer walls or the exterior side of the doors and windows or carry out any change in the exterior elevation or design. The Allottee undertakes, agrees and confirms that Unit shall not be altered, changed or modified to provide for any exhaust or other form of indoor air evacuation systems unless the Company/Maintenance Agency agrees to permit or otherwise provides for the same for Unit. Non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency to enter the Unit, if necessary, and remove all non-conforming fittings and fixtures at the risk, cost, expense and consequences of the Allottee and the Allottee shall be responsible for any loss or damage arising therefrom.

25. ASSOCIATION OF OWNERS OF UNITS:

The Allottee undertakes to join and become a member of any Association/Society of owners of units in the Project as may be formed by the Company on behalf of all such owners and to pay any fees, subscription charges thereof and to complete such documentation and procedural formalities as may be deemed necessary for such purpose by the Company.

26. COMPLIANCE OF APPLICABLE LAWS BY THE ALLOTTEE:

The Allottee confirms that the Allottee is entering into this Agreement for the allotment of an IT space Unit with the full knowledge of all Applicable Laws, rules, regulations, notifications applicable to the Project. The Allottee confirms and assures the Company that it has read and understood the Apartment Act, and other applicable acts/rules and the implications thereof in relation to the Project. The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the Unit or execution of Conveyance Deed, whichever is earlier, all the requirements, requisitions,

demands and repairs which are required by any Applicable Law or any Governmental Authority in respect of the Unit/Tower/Project at his/her own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

27. ALTERATIONS IN THE PROJECT:

The Company reserves its right to effect suitable changes and alterations in the Layout Plan, elevations, specifications, height, width, finishing, electricity load, power, etc., of the Project at any time and in any manner it thinks fit and proper. The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any other unit(s) within the Project and the Allottee shall have no right to raise objections or make any claims on this account.

28. RIGHT OF THE COMPANY TO ADDITIONAL FAR:

The Company shall have the absolute right to make additional construction anywhere in the Project including construction of upper floors, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the Project Land for any other reason whatsoever to the extent permissible by the Governmental Authorities. The Company shall have the absolute right to transfer such additionally constructed areas/units in any manner whatsoever as the Company may in its absolute discretion deem fit. The Company and the transferees of such additional construction shall have the same rights as the Allottee with respect to the Project and an equal right to use of the Common Areas and Facilities and other common amenities of the Project. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no objection to any of such additional construction activities carried on the Tower/ Project, provided the specifications and size of the Unit shall not undergo a change. In case the Unit allotted to the Allottee is the top most floor of the Tower as per the present sanctioned building plans, the Allottee agrees and understands that subsequent to any additional construction of upper floors as permissible by the Governmental Authorities the Unit shall no longer remain the top most floor of the Tower.

29. COMPANY'S RIGHT TO RAISE FINANCE/MORTGAGE:

The Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Unit/Tower/Project/Project Land subject to the condition that the Unit shall be free from all encumbrances at the time of execution of Conveyance Deed. Subject to this undertaking, the financial institution/bank shall always have first charge upon the allotted Unit/Tower/Project for all their dues.

30. RAISING FINANCE BY THE ALLOTTEE:

That the Allottee, after allotment of the Unit, may at its option raise finance or loan for purchase of the Unit. However getting the loan sanctioned and disbursed shall be the obligation of the Allottee. In the event of the Allottee's loan not being sanctioned/dispursed or the same gets delayed for any reason whatsoever, the payment to the Company as per payment plan opted by the Allottee shall not be delayed by the Allottee. The Allottee confirms and agrees that delay in sanction/dispbursement or non-sanction of the loan to the Allottee shall not be a ground for delay in payment of the outstanding dues by the Allottee to the Company, and any such delays may result in levy of interest by the Company or cancellation of allotment as per the terms of this Agreement. Further for the Allottee, who has opted for long term installment payment plan arrangement with any financial institutions/banks, the Conveyance Deed of the Unit in favour of the Allottee shall be executed only upon the Company receiving no objection certificate (NOC) from such financial institutions/bank. It has been agreed and undertaken by the Allottee that the Company shall not have any financial obligation/liability towards such financial institutions/banks etc. and the Allottee shall always keep the Company fully indemnified and harmless against the same.

The Allottee understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the Unit in favour of the Allottee. The Allottee clearly understands that for ultimate conveyance of the Unit in favour of the Allottee, due and faithful performance by the Allottee of all its obligations agreed and undertaken herein is necessary.

31. COMPANY'S CHARGE ON THE UNIT:

The Allottee agrees that the Company shall have the first charge/lien on the Unit for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be demanded by the Company from time to time. Further the Allottee agrees that in the event of Allottee's failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the Unit to recover and receive the outstanding dues out of the sale proceeds thereof.

The Allottee understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the Unit in favour of the Allottee. The Allottee clearly understands that for ultimate conveyance of the Unit in favour of the Allottee, due and faithful performance by the Allottee of all its obligations agreed and undertaken herein is necessary.

32. CONVERSION FROM IT/ITES TO COMMERCIAL

That the Allottee agrees that in case the use of the Project is converted from IT/ITes to commercial by the Governmental Authority then the conversion charges alongwith Company's administration and service charges will be paid by the Allottee to the Company proportionately. Proportionately/Proportionate means Ratio of the Super Area of the Unit to the Total Super Area of the Project. The applicable proportionate conversion charges shall be paid by the Allottee within 15 (fifteen) days from the date of demand by the Company.

33. ASSURED RETURN:

Where the Allottee has opted for Payment Plan as per Annexure-A attached herewith and accordingly, the Company has been paying/agreed to pay Rs. _____ (Rupees _____ only) per month by way of assured return to the Allottee from _____ till the date of possession of the Unit. The return shall be inclusive of all taxes whatsoever payable or due on the return.

34. LEASING ARRANGEMENT:

A. FOR VIRTUAL/UNLOCKABLE ONLY

At the request of the Allottee, the Company agrees to put the Unit, individually or in combination with other adjoining units, on lease, for and on behalf of the Allottee, from the date of signing of this Agreement. The Allottee has clearly understood the general risks involved in giving any premises on lease to third parties and has undertaken to bear the said risks exclusively without any liability whatsoever on the part of the Company. It is further agreed that:

- (a) The Company will pay to the Allottee Rs _____ (rupees _____) per month as committed return for upto three years from the date of notice of possession of the Unit or till the same is put on lease, whichever is earlier. After the Unit is put on lease, then payment of the aforesaid committed return will come to an end and the Allottee will start receiving lease rental in respect of the Unit as described hereinafter.
- (b) The Allottee shall execute documents as and when necessary and as may be desired by the Company in this connection without any objection or demur.
- (c) The Company shall have the authority to negotiate and finalize the leasing arrangement in respect of the Unit, individually or in combination with other adjoining units, with any suitable tenant/s, for whatever period and for whatever rent and with whatever conditions as may be negotiated by the Company with the intending lessee(s) and as may be thought fit and appropriate by the Company and to execute the lease with the said intending lessee in its own name or on behalf of the Allottee for which the Allottee has vested the Company with all the powers and rights which shall not be questioned by the Allottee subsequently.

- (d) The Company shall also have the authority to negotiate, finalize and execute the renewals of the existing leases and the subsequent leases of the Unit with the existing/ new tenant(s) on behalf of the Allottee at the cost and expense of the Allottee, including any brokerage to be paid in respect of the same, and to get registered such renewals/ fresh leases on behalf of the Allottee at the cost and expense of the Allottee. The rent, period and other terms and conditions of such renewals/ fresh leases will be as may be the outcome of negotiations conducted by the Company with the existing/new tenant(s) and the Allottee shall not raise any objection in respect of the same. The Company shall be authorized to appear before any competent authority and to lodge any lease document in respect of the Unit for registration at the cost and expense of the Allottee in accordance with the terms agreed in the lease document for which the Allottee hereby authorizes the Company.
- (e) The Company expects to lease out the Unit (individually or in combination with other adjoining units) at a minimum lease rental of Rs. _____ per sq. ft. super area per month for the first term (of whatever period). If on account of any reason, the lease rent achieved in respect of the first term of the lease is less than the aforesaid Rs. _____ per sq. ft. super area per month, then the Company shall pay to the Allottee a one time compensation calculated at the rate of @ Rs _____ (rupees _____ only) per sq. ft super area for every one rupee drop in the lease rental below Rs _____ (rupees _____ only) per sq ft. super area per month. This provision shall not apply in case of second and subsequent leases/lease terms of the Unit.
- (f) However, if the lease rental in respect of the aforesaid first term of the lease exceeds the aforesaid minimum lease rental of Rs. _____ per sq. ft. super area, then, the Allottee shall pay to the Company additional basic sale price calculated at Rs. _____ (rupees _____ only) per sq. ft super area of the Unit for every one rupee increase in the lease rental over and above the said minimum lease rental of Rs _____ (rupees _____ only) per sq. ft. super area per month. This provision is confined only to the first term of the lease and shall not be applicable in case of second and subsequent leases/ lease terms of the Unit.
- (g) However if the "Allottee" fails to pay the additional basic sale price as mentioned above in Sub Clause (f) then the Company shall have the right to adjust the aforesaid amount from the Lease rentals generated per month on a Pro-rata basis equally divided among the tenure of Lease. However if the lease for the said Unit is prematurely terminated for whatsoever reason and the complete amount towards the additional basic sale price is not adjusted, the arrears remaining unpaid shall be recovered by the "Allottee" and the same shall be paid by the "Allottee" within 30 days from the date of issue of notice by the Company.
- (h) During the tenure(s) of the lease(s) as well as during the intervening gaps, the Unit shall be deemed to be in legal possession of the Allottee. However, the Allottee shall not demand or claim physical possession of the Unit till it is on lease.
- (i) The Company shall not be responsible for any defaults, including non-payment of rent and other dues and similar such breaches by the lessees and the Allottee shall be solely responsible for the same. However, the Company will take such legal action as may be deemed fit and proper by it against such defaulting lessee(s) at the cost and expense & risk and responsibility of the Allottee for which the Allottee shall execute appropriate documents/authority letter and the Allottee shall not be entitled for any rent or return for the periods of such defaults/non-payment until the same are recovered through court process or otherwise. In case of partial recovery, the Allottee will be entitled for only proportionate rent out of rent recovered from the lessee after appropriation of cost and expenses thereof.
- (j) The Company shall not be responsible for any damage caused by any lessee to the Unit. However, the Company may take such legal action as it may deem fit against such a lessee(s) at the cost & expense and risk & responsibility of the Allottee.
- (k) The lease document will stipulate payment of maintenance and other such charges by the lessee(s) during the period of the lease(s) to the Company/Maintenance Agency. However, in the event of non-payment or delayed payment of such charges by the lessee(s), the ultimate responsibility of the payment of the same shall be that of the Allottee and the Company reserves the right to adjust the same from the rent to be remitted to the Allottee.

- (l) It is clarified that the scheme under which the units are being agreed to be sold in terms of this clause (under leasing arrangement) is specifically designed for earning rental income from the unit and not for its personal physical occupation or use by the Allottees. However, in case any Allottee seeks physical possession of his Unit upon its vacation by a lessee, then in cases where the Unit Super Area is 3000sq. ft. or more, the covered/ carpet area of the unit will be as per the normal practice and ratio of covered/carpet area to super area is likely to be _____% since access to such units has been provided. However, in cases of units having Unit Super Area of less than 3000 sq. ft., then the covered/ carpet will get reduced since access to such units will have to be carved out from within such small units, albeit, as economically as possible. In such cases ratio of covered/ carpet area to super area is likely to be _____%. The Allottee has agreed to enter into this Agreement in respect of the Unit after clearly understanding the pros and cons of this scheme and shall not raise any objection whatsoever to the same later on. Physical possession, when given, will be in the same state in which, the previous occupant/ lessee has vacated the unit i.e. on 'as is where is' basis. Further, it is clearly understood by the Allottee that, upon such possession being given, the Company's/Maintenance Agency's responsibility of providing services such as air-conditioning, fire fighting, and electrical supply shall be limited to catering to units having area 3000 sq. feet each and it shall be the responsibility of the Allottees to further channelize the said services so as to cater to their respective units.
- (m) The Allottee shall be entitled to sell the Unit only upon obtaining a NOC from the Company subject to the new assignee/ transferee agreeing to abide by the terms and conditions of this Builder Allottee Agreement, Maintenance Agreement and the Lease Agreement in force.
- (n) Rental Security Deposit that may be provided by the lessee in pursuance to the terms of any lease agreement executed by it with the Company in respect of the Unit will be passed on to the Allottee at the sole discretion of the Company, which shall be refunded by the Allottee immediately and without any demur upon expiry/determination/termination of the lease or when the said Security Deposit is to be adjusted against any type of monetary default by the lessee.
- (o) Till monthly maintenance and other charges in respect of the Unit (as stipulated hereinabove) are paid by the lessee of the Unit, the same will not be billed by the Company/Maintenance Agency to the Allottee. Monthly Maintenance Charges shall become payable by the Allottee to the Company/Maintenance Agency from the date the Unit falls vacant either due to expiry of the lease or its earlier termination/determination or its premature vacation, legal or illegal, by any lessee(s). Payment/ Deposit of IFMSD is the responsibility of the Allottee. However, if in terms of any lease document/maintenance agreement, the lessee has provided the IFMSD to the Company/Maintenance Agency, then, the Allottee will not be required to provide the same to the Company/Maintenance Agency till the Unit continues to be on lease. IFMSD shall become payable by the Allottee to the Company/Maintenance Agency immediately from the date the Unit falls vacant either due to expiry of the lease or its earlier termination/ determination or for any other reason.

B. IN CASE OF ANY OTHER PLAN:

At the request of the Allottee, the Company agrees to put the Unit, individually or in combination with other adjoining units, on lease, for and on behalf of the Allottee, from the date of signing of this Agreement. The Allottee has clearly understood the general risks involved in giving any premises on lease to third parties and has undertaken to bear the said risks exclusively without any liability whatsoever on the part of the Company. It is further agreed that:

- (a) The Allottee shall execute documents as and when necessary and as may be desired by the Company in this connection without any objection or demur.
- (b) The Company shall have the authority to negotiate and finalize the leasing arrangement in respect of the Unit, individually or in combination with other adjoining units, with any suitable tenant/s, for whatever period and for whatever rent and with whatever conditions as may be negotiated by the Company with the intending lessee(s) and as may be thought fit and appropriate by the Company and to execute the lease with the said intending lessee in its own name or on behalf of the Allottee for which the Allottee has vested the Company with all the powers and rights which shall not be questioned by the Allottee subsequently.
- (c) The Company shall also have the authority to negotiate, finalize and execute the renewals of the existing leases and the

subsequent leases of the Unit with the existing/ new tenant(s) on behalf of the Allottee at the cost and expense of the Allottee, including any brokerage to be paid in respect of the same, and to get registered such renewals/ fresh leases on behalf of the Allottee at the cost and expense of the Allottee. The rent, period and other terms and conditions of such renewals/ fresh leases will be as may be the outcome of negotiations conducted by the Company with the existing/new tenant(s) and the Allottee shall not raise any objection in respect of the same. The Company shall be authorized to appear before any competent authority and to lodge any lease document in respect of the Unit for registration at the cost and expense of the Allottee in accordance with the terms agreed in the lease document for which the Allottee hereby authorizes the Company.

- (d) During the tenure(s) of the lease(s) as well as during the intervening gaps, the Unit shall be deemed to be in legal possession of the Allottee. However, the Allottee shall not demand or claim physical possession of the Unit till it is on lease.
- (e) The Company shall not be responsible for any defaults, including non-payment of rent and other dues and similar such breaches by the lessees and the Allottee shall be solely responsible for the same. However, the Company will take such legal action as may be deemed fit and proper by it against such defaulting lessee(s) at the cost and expense & risk and responsibility of the Allottee for which the Allottee shall execute appropriate documents/authority letter and the Allottee shall not be entitled for any rent or return for the periods of such defaults/non-payment until the same are recovered through court process or otherwise. In case of partial recovery, the Allottee will be entitled for only proportionate rent out of rent recovered from the lessee after appropriation of cost and expenses thereof.
- (f) The Company shall not be responsible for any damage caused by any lessee to the Unit. However, the Company may take such legal action as it may deem fit against such a lessee(s) at the cost & expense and risk & responsibility of the Allottee.
- (g) The lease document will stipulate payment of maintenance and other such charges by the lessee(s) during the period of the lease(s) to the Company/Maintenance Agency. However, in the event of non-payment or delayed payment of such charges by the lessee(s), the ultimate responsibility of the payment of the same shall be that of the Allottee and the Company reserves the right to adjust the same from the rent to be remitted to the Allottee.
- (h) It is clarified that the scheme under which the units are being agreed to be sold in terms of this clause (under leasing arrangement) is specifically designed for earning rental income from the unit and not for its personal physical occupation or use by the Allottees. However, in case any Allottee seeks physical possession of his Unit upon its vacation by a lessee, then in cases where the Unit Super Area is 3000sq. ft. or more, the covered/ carpet area of the unit will be as per the normal practice and ratio of covered/carpet area to super area is likely to be _____% since access to such units has been provided. However, in cases of units having Unit Super Area of less than 3000 sq. ft., then the covered/ carpet will get reduced since access to such units will have to be carved out from within such small units, albeit, as economically as possible. In such cases ratio of covered/ carpet area to super area is likely to be _____%. The Allottee has agreed to enter into this Agreement in respect of the Unit after clearly understanding the pros and cons of this scheme and shall not raise any objection whatsoever to the same later on. Physical possession, when given, will be in the same state in which, the previous occupant/ lessee has vacated the unit i.e. on 'as is where is' basis. Further, it is clearly understood by the Allottee that, upon such possession being given, the Company's/Maintenance Agency's responsibility of providing services such as air-conditioning, fire fighting, and electrical supply shall be limited to catering to units having area 3000 sq. ft. each and it shall be the responsibility of the Allottees to further channelize the said services so as to cater to their respective units.
- (i) The Allottee shall be entitled to sell the Unit only upon obtaining a NOC from the Company subject to the new assignee/ transferee agreeing to abide by the terms and conditions of this Unit Buyers Agreement, Maintenance Agreement and the Lease Agreement in force.
- (j) Rental Security Deposit that may be provided by the lessee in pursuance to the terms of any lease agreement executed by it with the Company in respect of the Unit will be passed on to the Allottee at the sole discretion of the Company, which shall be refunded by the Allottee immediately and without any demur upon expiry/determination/termination of the lease or when the said Security Deposit is to be adjusted against any type of monetary default by the lessee.

- (k) Till monthly maintenance and other charges in respect of the Unit (as stipulated hereinabove) are paid by the lessee of the Unit, the same will not be billed by the Company/Maintenance Agency to the Allottee. Monthly Maintenance Charges shall become payable by the Allottee to the Company/Maintenance Agency from the date the Unit falls vacant either due to expiry of the lease or its earlier termination/determination or its premature vacation, legal or illegal, by any lessee(s). Payment/Deposit of IFMSD is the responsibility of the Allottee. However, if in terms of any lease document/maintenance agreement, the lessee has provided the IFMSD to the Company/Maintenance Agency, then, the Allottee will not be required to provide the same to the Company/Maintenance Agency till the Unit continues to be on lease. IFMSD shall become payable by the Allottee to the Company/Maintenance Agency immediately from the date the Unit falls vacant either due to expiry of the lease or its earlier termination/ determination or for any other reason.

35. HANDING OVER POSSESSION OF THE UNIT IN NON-LEASING ARRANGEMENT CASES

In cases where the Allottee has not opted for leasing arrangement, the Company upon obtaining Occupation Certificate from the Governmental Authority shall offer in writing ("Offer of Possession") possession of the Unit to the Allottee in terms of this Agreement to be taken within 30 (Thirty) days from the date of issue of such notice and the Company shall give possession of the Unit to the Allottee provided the Allottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc., as may be prescribed by the Company in this regard. The Allottee shall be liable to pay the Maintenance Charges from the date referred in the Offer of Possession of the Unit.

Upon receiving a written intimation from the Company as above, the Allottee shall within the time stipulated by the Company, take possession of the Unit from the Company by executing necessary indemnities, undertakings, Tripartite Maintenance Agreement and such other documentation as the Company may prescribe and by making all the payments to the Company of all charges/dues as specified in this Agreement and the Company shall, after satisfactory execution of such documents, give possession of the Unit to the Allottee, provided the Allottee is not in breach of any other term of this Agreement.

Notwithstanding any other provisions of this Agreement, the Allottee agrees that if it fails, ignores or neglects to take the possession of the Unit in accordance with the Notice of Possession sent by the Company, the Allottee, besides payment of Maintenance Charges, shall also be liable to pay charges per month @ Rs.5/- per sq ft. (Rs.54/- per sq. mtr.) of Super Area of the Unit.

The Holding Charges shall be a distinct and separate charge and not related to any other charges/consideration as provided in this Agreement. The Allottee acknowledges that the Holding Charges stipulated above are just, fair and reasonable which the Company will suffer on account of delay in taking possession of the Unit by the Allottee. During the aforesaid period of delay, the Unit shall remain at the risk of the Allottee and any damage to it for any reason shall be to the account of the Allottee. Further, the Allottee agrees that in the event of the Allottee's failure to take possession of the Unit within the time stipulated by the Company in its notice, the Allottee shall have no right or claim in respect of any item of work in the Unit which the Allottee may allege not to have been carried out or completed or in respect of any design, specifications, building materials or any other reason whatsoever and the Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Unit.

Conversely and subject to other provisions of this Agreement and provided the Allottee has paid all installments on time and as per the Payment Plan and is otherwise in compliance of this Agreement, if the Company fails to hand over possession of the Unit within the stipulated period as stated hereinabove, the Company shall pay to the Allottee compensation upto a

maximum of Rs.5/- per sq ft. (Rs.54/- per sq. mtr.) of the Super Area per month for the period of such delay after expiry of the initial period of 60 (sixty) days from the stipulated date for delivery of possession.

However, if the Allottee has booked the Unit under Down Payment Plan as per which assured return is payable to the Allottee till offer of possession of the Unit as per clause 33 hereinabove, in such case, the compensation under this clause will not be payable to the Allottee by the Company.

36. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until the Allottee signs and delivers this Agreement with all the annexures alongwith the payments due as stipulated in the payments plan in Annexure-A and the same has been signed by the Company also.

37. AGREEMENT NOT ASSIGNABLE/TRANSFERABLE:

The Company may at its sole discretion permit assignment/transfer of this Agreement on a case to case basis subject always to payment of the administrative charges as decided by the Company as well as the execution of appropriate documentation by the Allottee and the proposed assignee(s), transferee(s) to the complete satisfaction of the Company in the format finalized by the Company. In the event the Allottee has obtained finance/loan against the Unit from any financial institution/bank, then a no objection certificate/letter by such financial institution/bank shall be submitted to the Company in a format approved by it, permitting/consenting to the requested assignment/transfer by the Allottee. It is however made clear that the Allottee does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion of which rests with the Company and the Allottee agrees and consents that the Company is not bound to permit the requested assignment/transfer of this Agreement even though it may have done so in any other person's case previously or may do so subsequently.

In the event that any such request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the Applicable Laws. The Allottee hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties etc.) or other adverse consequences whatsoever on account of such permission being accorded by the Company on the request of the Allottee.

It is made clear to the Allottee that under no circumstances shall the permission for assignment/transfer of its rights under this Agreement be granted to the Allottee either on any request made subsequent to the Notice of Possession for the Unit served on the Allottee in terms of Clause 11 or after receipt of the complete Sale Consideration from the Allottee against the Unit.

In the event of the assignment/transfer of the Allottee's rights under this Agreement in favour of any third person as its nominee, the nominee shall in turn be bound by all the terms and conditions stipulated in this Agreement or any other document executed in this respect by the Allottee without any objection whatsoever as if the same had been executed directly by such nominee. Any claims or disputes between the Allottee and its nominee as a result of subsequent increase/decrease in the Unit Super Area or its location will be settled between them and the Company will not be a party to the same. The Allottee further agrees that it shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment/transfer of the Agreement. In the event there are any orders, statutory notifications, regulations, instructions etc. issued by any Governmental Authority which restricts the transfer/assignment of the Unit, the Company as well as the Allottee shall be bound to comply with such statutory notifications, regulations, instructions or orders as the case may be.

38. ENTIRE AGREEMENT:

The Allottee agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly executed and signed by and between the parties.

39. a) RIGHT TO AMEND TERMS AND CONDITIONS:

The Allottee agrees and understands that terms and conditions of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with Applicable

Laws and such amendment shall be binding on the Allottee. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly executed and signed by and between the parties.

b) RIGHT TO AMEND ANNEXURES:

The Company reserves the right to correct, modify, amend or change any or all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Unit and the same shall be accepted by the Allottee. Provided, any such additions/modifications/amendment made by the Company shall not substantially alter the contents set out in the annexures attached to this Agreement.

40. AGREEMENT SPECIFIC ONLY TO THE UNIT:

The Allottee agrees that the provisions of this Agreement and those contained in other annexures are specific and applicable to Unit offered for sale in the Project and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Project(s) of the Company/its associates/subsidiaries or other bodies in which the Company is an interested party.

41. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT PURCHASER:

All the provisions contained herein and the obligations arising hereunder in respect of the Unit/Tower/Project/Project Land/Total Land shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees/transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes.

42. WAIVER NOT A LIMITATION TO ENFORCE:

- (a) It is made clear and agreed by the Allottee that exercise of discretion by the Company in case of one Allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottee.
- (b) Failure on the part of the Company 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.

43. SEVERABILITY:

The Allottee agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under Applicable Laws, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Applicable Laws and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

44. CAPTIONS/HEADINGS:

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

45. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottees in the Tower, the same shall be the proportion which the Unit Super Area bears to the total super area of all the units in the Tower. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other allottees of all the buildings to be constructed on the Project Land the same shall be in proportion which the Unit Super Area bears to the total super area of all the units in all the buildings to be constructed on the Project Land.

46. FORCE MAJEURE:

The compliance of the terms and conditions of this Agreement and the Project by the Company shall be subject at all times to "Force Majeure" conditions as defined below:-

The Company shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company. Such act shall mean any event which by itself or in combination with other events or circumstances could not, by the exercise of reasonable diligence or despite the adoption of reasonable precautions and/or alternative measures, have been prevented, or caused to have been prevented, and which impairs or adversely affects the Company's ability to perform its obligations. Such events and circumstances shall include but not be limited to (a) Acts of God such as fire, drought, lightnings, cyclone, tornado, floods, earthquake, epidemics, natural disasters or deaths or disabilities etc.; (b) explosions or accidents, air crashes and shipwrecks; (c) strikes or lock outs, curfew, industrial/labor dispute; (d) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries; (e) war and hostilities of war, riots or civil commotion; (f) non-procurement of any approval from any Governmental Authority or imposition of any adverse condition or obligation in any approvals from any Governmental Authority, including delay in issuance of the Occupation Certificate, Completion Certificate and/or any other approvals/certificate as may be required; (g) change in Governmental policy or the promulgation of or amendment in any Applicable Laws, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement or which directly affect the Project; (h) any events or circumstances analogous to the foregoing.

Subject to the aforesaid and subject to the Allottee not being in default under any part of this Agreement including but not limited to the timely payment of the Total Price and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company endeavours to hand over the possession of the Unit to the Allottee within a period of 48 (forty eight) months, with a further grace period of 6 (six) months, from the date of commencement of construction of the Project, which shall mean the date of commencement of the excavation work at the Project Land and this date shall be duly communicated to the Allottee.

The Allottee hereby confirms that the compensation for delay in handing over of the Unit as stated in clause 35 hereinabove will not be applicable if the Project is delayed due to Force Majeure. Further, for the period of delay in offer of possession due to Force Majeure, the assured return as stated in clause 33 hereinabove for such period of delay shall not be payable by the Company to the Allottee.

47. RIGHT TO JOIN AS AN AFFECTED PARTY:

The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Company fully informed at all times in this regard.

48. INDEMNIFICATION:

The Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its directors, staff, agents, representatives, estate and effects, nominees, assignees, including the Maintenance Agency, indemnified and harmless against all or any losses, liabilities, claims, damages or consequences that the Company may suffer as a result of non-payment, non-observance, non-performance or breach of any of the covenants, warranties, undertakings, representations, terms and conditions stipulated in this Agreement or of any Applicable Laws by the Allottee. This will be in addition to any other remedy provided in this Agreement and/or available under Applicable Laws. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of occupants, representatives, guests and/or any other person claiming under the Allottee.

49. BROKERAGE:

The Allottee shall bear its own expenses including commission or brokerage to be paid to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Unit. The Company shall in no way whatsoever be responsible or liable for such payment of commission or brokerage nor the Allottee have the right to deduct such charges from the Sale Consideration and other charges payable to the Company for the Unit. Further, the Allottee shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

50. FURTHER ASSURANCES:

- (a) The Allottee agrees and assures that the persons to whom the Unit is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of this Agreement 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.
- (b) The Allottee agrees that the Company shall have the right to decide which block(s)/tower(s) to construct first. All the block(s)/tower(s) may not be constructed simultaneously and the Allottee shall have no objection to the same.
- (c) The Allottee agrees to pay interest @ 18% (eighteen percent) per annum on all delayed payments for the period of delay.
- (d) The Allottee shall not be entitled to claim partition of its share in the Total Land, Project Land, Common Areas and Facilities and/or the Project or any other structures, buildings constructed therein at any point of time and the same shall always remain undivided and impartible.

51. COPIES OF THE AGREEMENT:

Two copies of this Agreement shall be executed and both the Company and the Allottee shall keep one copy each. Both the counterparts of the Agreement shall be treated as original.

52. PLACE OF EXECUTION:

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's office in Gurgaon after all the copies are duly executed by the Allottee and are received by Company.

53. NOTICES:

All communication/correspondence or notices sent to the respective parties shall be deemed to have been duly served if sent by registered post AD / speed post AD with their acknowledgement due within 3 (three) days from the date of dispatch or actual date of receipt, whichever is earlier, at their respective addresses specified below:

Allottee:

_____ (Address of Allottee(s))

Company:

M/s Imperia Structures Limited,
A-25, Mohan Cooperative Industrial Estate,
Mathura Road, New Delhi-110044

It shall be the duty of the Allottee to inform the Company of any change subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

The Company on its part shall accordingly be bound to inform the first named Allottee of any change in the Company's address from the one given above.

54. JOINT PURCHASERS:

In the event of there being more than one/joint Allottee for the Unit, all communications, demand notices etc., shall be sent by the Company to that Allottee whose name appears first at the address given above. All such communication, notices, correspondence etc. sent to the first named Allottee shall, for all intents and purposes, be deemed to have been validly served to all the joint Allottee(s) and no separate communication shall be necessary to the other joint Allottee(s).

55. RIGHT TO TRANSFER/ ASSIGN THE PROJECT:

The Allottee agrees that the Company shall have the right to transfer/assign the Project or the development rights of the Project, as the case may be, in whole or in part, to any entity, by the way of sale/merger/amalgamation or any other arrangement as may be decided by the Company without any intimation, written or otherwise, to the Allottee and the Allottee hereby agrees to such right of the Company and confirms not to have any objection in this regard at any time in the future.

56. EVENTS OF DEFAULTS AND CONSEQUENCES:

As agreed by the Allottee in Clause 8 above, time is essence with respect to due performance of all the obligations under this Agreement and more specially timely payment of Sale Consideration and other charges, deposits and amounts payable by the Allottee as per this Agreement and/or as demanded by the Company from time to time.

The Allottee further agrees that in the event of the breach, failure, neglect, omission or ignorance of the Allottee to perform its obligations or fulfill any of the terms and conditions set out in this Agreement, it shall be deemed to be an event of default and the Allottee shall be liable for consequences stipulated herein.

In case of any such event of default, the Allottee is incapable of rectification or in the opinion of the Company is unlikely to be rectified by the Allottee or where the breach is repeated or is continuing despite the Allottee being given an opportunity to rectify the same, then this Agreement may be terminated by the Company at its sole discretion by written notice ("Notice of Termination") to the Allottee intimating to it the decision of the Company to terminate the Agreement and the ground on which such action have been taken. In all cases of an event of default, the Company shall give to the Allottee a notice calling upon it to rectify the breach set out in the said notice within the time given therein.

For the removal of doubts, it is clarified that notwithstanding with the facts that either (a) the refund cheques have not been dispatched by the Company, or (b) if dispatched, it has not been received by the Allottee, or (c) if received, such refund cheques have been retained unencashed by the Allottee; the mere dispatch of the Notice of Termination by the Company would be deemed to sufficiently and by itself constitute the termination of this Agreement and no further act on the part of the Company would be necessary in this purpose. It is further clarified that immediately on dispatch of the Notice of Termination, the Company shall be entitled to re-allot the Unit afresh to any other person and the Allottee agrees and undertakes that it shall not object thereto nor seek any interim legal relief so as to prevent such re- allotment.

The Allottee understands, agrees and consents that upon such termination, the Company shall be under no obligation save and except to refund the amount already paid by the Allottee to the Company, without any interest and after forfeiting and deducting the Earnest Money and Non Refundable Amounts. The balance amount, if any, shall be refunded to the Allottee upon realization of such refundable amount on further sale of the Unit to any other party. Upon termination of this Agreement and dispatch of such payment by the Company the Allottee shall have no further rights, claims, title, etc. against the Company and shall be deemed to have waived all such rights, claims, cause of action, interest, charges or lien and valid and complete release and discharge of the Company in respect of all such rights, claims, cause of action, interest, charges or lien. The Company shall then be free to deal with the Unit in any manner whatsoever, and in the event that the Allottee

has taken the possession of the Unit, then the Company shall also be entitled to re-enter and resume the possession of the Unit and everything whatsoever contained therein and in such event, the Allottee and/or any other person/ occupant of the Unit shall immediately vacate the Unit and or otherwise be liable to immediate ejectment as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company against the Allottee.

The Company shall also be entitled to and hereby reserves its right to terminate this Agreement in the manner described above, in case in the opinion of the Company, (a) the Allotment of the Unit has been obtained through misrepresentation and concealment or suppression of any material fact, OR (b) the Allottee has violated or violates any of the Applicable Law or any directions issued, rules or regulations framed by the Company or Maintenance Agency or by any statutory body or Governmental Authority, including DGTCP. The condition contained in this clause shall also apply to the conveyance of the Unit and run with the Unit within the meaning of Section 31 of the Transfer of Property Act, 1882.

57. DISPUTE RESOLUTION BY ARBITRATION:

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions, failing which the same shall be settled through reference to a sole Arbitrator to be appointed by the Company, whose decision shall be final and binding upon the Parties. The Allottee hereby confirms that it shall have no objection to the appointment of such Sole Arbitrator and the Allottee hereby accepts and agrees that this shall not constitute a ground for challenge to the independence or impartiality of the said Sole Arbitrator to conduct the arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's offices or at a location designated by the said Sole Arbitrator in Delhi. The language of the arbitration proceedings and the Award shall be in English. The Award of the Sole Arbitrator shall be final and binding on the Parties. Both the Parties will share the fees of the Arbitrator in equal proportion.

58. APPLICABLE LAWS OF INDIA:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Applicable Laws of India. Subject to the above Arbitration clause, the Courts at Delhi alone shall, have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

SIGNED AND DELIVERED by the within named Allottee: (including joint Allottees)

(1)_____ (Name: _____)

(2)_____ (Name: _____)

(3)_____ (Name: _____)

in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

1. Signature _____
Name _____
Address _____

SIGNED AND DELIVERED by the within named Company

(AUTHORISED SIGNATORY)

in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

1. Signature _____
Name _____
Address _____

Annexure-A Payment Plan

This Annexure to be treated as part of this MOU dated _____ signed between Imperia Structures Ltd.

And Mr./Ms./Mrs. _____ and Mr./Ms./Mrs. _____

That the Investor has opted _____ Plan and paid the amount of Rs. _____

(Rupees _____)

as mentioned hereunder, simultaneous with the execution of this Memorandum of Understanding,

Cheque Number	Cheque Date	Drawn On Bank	Cheque Amount	Amount adjusted against GST	Amount adjusted against total consideration
TOTAL					

(The receipt of which the Developer hereby acknowledges)

Terms & Conditions.

- External Electrification Charges (EEC) as per actual on Possession.
- Club Membership shall be Optional.
- The return shall be inclusive of all taxes whatsoever payable or due on the return.
- All Cheques/ Demand Drafts to be drawn in favor of "Imperia Structures Limited payable at New Delhi.
- Registration Charges & Stamp Duty as per actual on possession.
- * Terms and conditions apply. All images are conceptual only and subject to change without prior notice.
1sq.mtr. =10.764 sq.ft.
- Car Parking Charges Rs. 5,00,000/- Per Unit, (Mandatory for all ground floor units Only).
- EDC/IDC charges are applicable @Rs. 390/- per sq.ft. or Rs. 4197.96/-per sq.mtr.
- Interest Free Maintenance Security & Fire Fighting Charges (IFMS & FFC) charged @Rs.150/-P.S.ft. or Rs. 1614.6/-P.S.mt.

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

Annexure-B

UNIT SUPER AREA

“Unit Super Area” shall mean and include all the area within the Unit plus the proportionate share in the Common Areas and Facilities as provided for in this Agreement.

The Allottee is aware that the Company is in the process of developing the Project on the Project Land, and in pursuance thereof it is understood and agreed by the Allottee that the location, size, and dimension of the Unit including Unit Super Area mentioned is tentative and subject to change and may, at the sole discretion of the Company, be modified and revised or changed from time to time during the course of its completion and grant of Completion Certificate. Upon receipt of Completion Certificate, the final Unit Super Area shall be calculated and communicated to the Allottee, which shall be final and binding upon the Allottee.

It is further clarified that the Unit Super Area is a non-specific term mentioned herein only for the purpose of computing the Total Consideration for the Unit. What will be transferred/ conveyed to the Allottee pursuant to this Agreement shall be the Unit Area of the Unit as defined hereunder.

UNIT AREA

The “Unit Area” of the Unit shall mean and include the entire area enclosed by its periphery walls, Glazing, Curtain Wall & such other façade element, railing; including the areas under the walls, columns, shafts, cut-outs, including the areas of the terrace(s) exclusive to the Unit, if any, and the areas of the balcony/ies and half the area of the walls that are common with other units and full area in case of other walls, which form integral part of the Unit.

It is specifically clarified by the Company and accepted by the Allottee that the Unit Area, if provided with exclusively accessible open terrace(s) and balcony(ies), shall also include the area of such terrace(s) and balcony(ies) as may be provided. Notwithstanding the inclusion of such areas, the Allottee shall not cover or construct on such terrace(s) and balcony(ies) any permanent or temporary construction and shall use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever.

COMMON AREAS AND FACILITIES

“Common Areas and Facilities” shall mean all such parts/areas which the Allottee shall use on a shared non-exclusive basis with other occupants of the Project including corridors and passages, lift lobby/ies, atrium, stilts, common toilets, AHU rooms, security/fire control room(s), lift machine rooms, lift shafts, all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts, garbage chutes on all floors and rooms, service floor(s), overhead tanks, common staircases, common terraces, munties, guard houses, and water tanks, diesel and/ or Gas Storage tanks etc. In addition, entire service area in the basement including but not limited to electric substation, transformers, D.G. set rooms, storage & locker rooms and such other spaces for service personnel, ventilation & fan rooms, underground water, surface drains &sumps, other storage tanks, pump rooms, maintenance and service rooms, lift shaft, and any other space used for services shall be counted towards Common Areas. Installation of common amenities such as power, light, gas, water, heating, refrigeration, air conditioning, sewerage, effluent treatment, elevators, tanks, pumps, ducts and such other common amenities as may be provided anywhere in the Project, from time to time will also form a part of Common Areas and Facilities.

The Common Areas and Facilities as provided herein shall remain undivided and no owner or occupier of any unit or any person shall be entitled to seek a partition or division of any part thereof.

Annexure-C
Project Land

ENDORSEMENTS

First Endorsement

I/We _____ i) _____ S/o/D/o/W/o _____
 R/o _____, ii)
 _____ S/o/D/o/W/o _____
 R/o _____, iii)
 _____ S/o/D/o/W/o _____
 R/o _____, the original allottee(s) of
 Unit number _____, Super Area admeasuring _____ sq mtrs (_____ sq ft) approximately located on
 floor _____ in IMPERIA MINDSPACE, Sector 62, Gurugram, do herby assign this agreement in favour of Mr. / Mrs.
 / Ms. _____ S/o / D/o / W/o _____ R/o
 _____ and the Company
 M/s Imperia Structures Limited, hereby endorses the Unit in the name of the above said assignee / transferee on the
 payment of transfer/administrative charges of Rs. _____/- (Rs _____).

Original Allottee/Assignor

Assignee

Company

Second Endorsement

I/We _____ i) _____ S/o/D/o/W/o _____
 R/o _____, ii)
 _____ S/o/D/o/W/o _____
 R/o _____, iii)
 _____ S/o/D/o/W/o _____
 R/o _____, the original allottee(s) of
 Unit number _____, Super Area admeasuring _____ sq mtrs (_____ sq ft) approximately located on
 floor _____ in IMPERIA MINDSPACE, Sector 62, Gurugram, do herby assign this agreement in favour of Mr. / Mrs.
 / Ms. _____ S/o / D/o / W/o _____ R/o
 _____ and the Company
 M/s Imperia Structures Limited, hereby endorses the Unit in the name of the above said assignee / transferee on the
 payment of transfer/administrative charges of Rs. _____/- (Rs _____).

Original Allottee/Assignor

Assignee

Company

Third Endorsement

I/We _____ i) _____ S/o/D/o/W/o _____
 R/o _____, ii)
 _____ S/o/D/o/W/o _____
 R/o _____, iii)
 _____ S/o/D/o/W/o _____
 R/o _____, the original allottee(s) of
 Unit number _____, Super Area admeasuring _____ sq mtrs (_____ sq ft) approximately located on
 floor _____ in IMPERIA MINDSPACE, Sector 62, Gurugram, do herby assign this agreement in favour of Mr. / Mrs.
 / Ms. _____ S/o / D/o / W/o _____ R/o
 _____ and the

Company M/s Imperia Structures Limited, hereby endorses the Unit in the name of the above said assignee / transferee on the payment of transfer/administrative charges of Rs. _____/- (Rs _____).

Original Allottee/Assignor	Assignee	Company
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Fourth Endorsement

I/We _____ i) _____ S/o/D/o/W/o _____
 R/o _____, ii)
 _____ S/o/D/o/W/o _____
 R/o _____, iii)
 _____ S/o/D/o/W/o _____
 R/o _____, the original allottee(s) of
 Unit number _____, Super Area admeasuring _____ sq mtrs (_____ sq ft) approximately located on
 floor _____ in IMPERIA MINDSPACE, Sector 62, Gurugram, do herby assign this agreement in favour of Mr. / Mrs.
 / Ms. _____ S/o / D/o / W/o _____ R/o _____
 _____ and the Company
 M/s Imperia Structures Limited, hereby endorses the Unit in the name of the above said assignee / transferee on the
 payment of transfer/administrative charges of Rs. _____/- (Rs _____).

Original Allottee/Assignor	Assignee	Company
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Imperia Structures Ltd.

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