

Customer code :
Commercial space No :
Project :
Total Consideration :

BUYER'S AGREEMENT

This Agreement is made at _____ on this _____ day of _____, 2019 at New Delhi

By and Between

M/s Puri Construction Pvt. Ltd. having its office at 4-7B, Tolstoy House, Tolstoy Marg, New Delhi - 110 001, acting through its Authorised representative duly authorized by the Board of Directors, hereinafter referred to as Company /FIRST PARTY (which term, unless repugnant to the meaning and context thereof, shall always mean and include their successors, heirs, liquidators, representatives, nominees, administrators etc).

AND

(hereinafter singly/jointly, as the case may be, referred to as the "Intending Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assigns) being the PARTY OF THE SECOND PART

or

M/s. _____ a partnership firm /company duly registered under the Indian Partnership Act, 1932, having its office at _____ acting through its partners/viz.: (hereinafter referred to as the "Intending Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm, their respective heirs, legal representatives, administrators, executors, successors and assigns)

or

M/s. _____ a Company incorporated under the Companies Act, 1956, having its registered office at _____ acting through its authorised signatory Shri/Smt. _____ duly authorised by Board resolution number _____ dated _____ (hereinafter referred to as the "Intending Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns). _____ being the PARTY OF THE SECOND PART

WHEREAS

1. The first party is the absolute and legal owner in possession of land comprised in Rect. No. 36 killa no. 19min, 20, 21, 22, Rect. No. 37 killa no. 25/2 measuring 30 kanals 9 marlas situated in revenue estate of village Budena, Tehsil and District Faridabad (hereinafter referred to as "**Land**").
2. The Director, Town & Country Planning Department, Haryana ("**DTCP**") was pleased to issue licence bearing No. 1069-1070 of 2006 ("**License**") permitting development of a multi-storeyed commercial complex on the said Land to M/s Countrywide Promoters Pvt. Ltd.. Subsequently vide order dated 11.2.2009 the said licence was transferred in favour of M/s. Puri Constructions Pvt. as the land measuring 3.806 acres also stood transferred in its favour vide registered sale deeds. The said Licences were renewed from time to time.
3. In terms of the said License, the First party has completed the construction of the multi-storeyed commercial complex more particularly known as '**81 High Street**' (hereinafter referred to as "**Colony/Building**"). In respect of the said Building, and an occupation certificate has been issued by Town & Country Planning Department vide memo no. 33545 dated 27.12.2017 with regard to retail portion of the commercial complex and occupation certificate has been issued by Town & Country Planning Department vide memo no. 30953 dated 02.11.2018 with regard to commercial space. The First Party has also obtained the registration of the Commercial Space units from Haryana Real Estate Regulatory Authority, Panchkula Haryana vide Registration No. 42 of 2018.
4. The first party is well and sufficiently entitled to the said Land and the Building, and no one else besides the first party has any interest, right, title or claim of any kind in the said Land and the Building, and the first party holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the said commercial spaces or the constructed spaces in the said Building situated on the said Land either in whole or in part.
5. The Allottee(s) had (has) vide his/her/their/its application dated _____ applied for purchase/allotment of a commercial space in the commercial Complex 81 High Street on the agreed terms and conditions of the allotment and the company has allotted a Commercial space no.____, to the allottee, which has been physically seen and verified and inspected by the allottee and after its complete satisfaction has applied for the allotment of said commercial space.
6. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
7. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the company hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said commercial space.

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

Definitions :

"Agreement" means the present Buyers Agreement/Sale Agreement/Builder Buyer Agreement executed between the parties.

"Applicant/Allottee" means person(s)/entity, who has applied for booking of the said commercial space and who has accepted and acknowledged of having agreed to terms and conditions of allotment and/or who has executed the present agreement.

"Company/Developer" means the company who is entering into the present agreement i.e. M/s Puri Construction Pvt. Ltd.

"Carpet Area" means the net usable floor area of the unit, excluding the area covered by the external walls, areas under services shafts, AC ledge, balcony, and terraces; but includes the area covered by the internal partition walls of the unit;

"Earnest Money" Means 20% of the Total Sales Price of the said commercial space.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and/or which adversely affects the Company's ability to perform obligations under this Buyer's Agreement, which shall include but not be limited to: acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; explosions or accidents, air crashes and shipwrecks, acts of terrorism; strikes or lock outs, industrial disputes; or due to any reason whatsoever; war and hostilities of war, riots bandh, act of act of terrorism or civil commotion; the promulgation of or amendment in any law, rule or regulation or

the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said commercial space/said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever; any event or circumstances analogous to the foregoing

"said Commercial space" shall mean the specific commercial space applied for by the allottee and/or allotted to the allottee or any alternative commercial space allotted to the allottee in lieu of specific commercial space.

"Saleable Area" The saleable area of Independent Unit includes the entire area enclosed by its periphery walls including area under the walls, columns, internal shafts, AC ledges, half the area of walls common with other unit/premises etc., and proportionate share in common areas. Common areas shall mean all such parts/ areas in the Building which an allottee shall use by sharing with other occupants of the said building that include corridors and passages, Common toilets, lifts and lift lobby, escalators, all electrical shafts, DG Shafts, Plumbing and fire shafts on all floors and rooms, staircases, munties, lift machine rooms and water tanks. In addition entire services area including but not limited to electric sub station, transformers and the services area in the basement i.e. DG set room, sewerage treatment plan, underground water and other storage tanks, pump room, blower rooms shall be counted towards common areas.

It is further clarified that the inclusion of Common Areas within Said complex, for the purpose of calculating Saleable Area does not give any right, title or interest in Common Areas to Allottee except the right to use common Areas by sharing with other occupants/allottees in the said complex..

“Government Charges” mean and include External Development Charges [EDC] and Infrastructural Development Charges [IDC] and Infrastructural Augmentation Charges [IAC], Licence Renewal Fee, other charges as applicable and notified as on date or to be notified in future by State of Haryana alongwith interest payable in terms of applicable Licences.

Details of Price Payable for the Said Commercial space

That the Allottee(s) has/have agreed to purchase from the Company and the Company has agreed to sell to the Allottee(s), Said Commercial space in the Said commercial complex- 81High Street Sector-81, Faridabad, as per unit plan attached as Annexure-I which may be read as part and parcel of this agreement also and which have been duly seen and accepted by the allottee, for the total sales price and other payments mentioned in the payment plan attached as Annexure II, to this Agreement and same shall form part and parcel of this agreement.

DETAILS OF PRICING:

Saleable Area: _____ sq. ft (_____ Sq. mtrs.)

Capet Area : _____ Sq. ft. (_____ Sq. mtrs.)

Unit/Commercial space No.: _____

Floor: _____

Total Sale Price: Rs. _____ /- (Inclusive of taxes and other charges);

In addition to the Total Sale Price, the Allottee(s) shall be liable and agrees to pay the following charges at the time of offer of possession as the same has not been accounted for in the Sale price or under any other head and shall be demanded at the time of offer of possession :

- Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Commercial space in favour of the allottee(s) to be communicated at the time of offer of possession of the Commercial space, as applicable at that relevant time.
- Any other tax/cess/levy/penalty/charge(s)/IAC/Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and increases thereof/statutory charge(s)/charge(s) incurred for making compliance with any current / subsequent law/notification or any current law/notification made applicable to the project/Commercial space/building/ etc., and/or incurred in any way and not charged from allottee, shall be charged extra and will be communicated.
- Common Area Maintenance and Common Area Power charges and IFMS payable in advance for 1 year [12months] or as demanded.
- The Allottee has made payment of Rs. _____ .00 towards sale price as on date.

Mode of Payment

That the Allottee(s) hereby agrees to make all payments by A/c Payee cheques(s) Demand Draft(s) payable at New Delhi/Delhi drawn in favour of M/s PURI CONSTRUCTIONS PVT LTD. A/C 81 High Street and/or through RTGS after obtaining Bank Details from the company.

Govt. Charges and Taxes

In the event of any increase in Govt. charges, the Company makes it clear that if it is required to pay such Govt. Charges in such prospective/retrospective manner from the date of Licence(s), then the Company shall demand, and the Allottee(s) undertake(s) to pay the same proportionately in the manner in which the area of the Said Commercial space bears to the total area of the project as calculated by the Company. It is made abundantly clear that all Govt. Charges are solely to the account of the Allottee(s) and the Company shall have no liability in this regard. Further it is made known to the Allottee(s) that the Government of Haryana may also levy other charges at any stage including on the completion of the Said Colony or thereafter, the demand for which will be raised by the Company and the Allottee(s) undertake(s) to pay the same. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Allottee(s) that there could be future levies/increases in Govt. Charges during the occupation of the Said Commercial space and the same shall be charged and the Allottee(s) agree(s) to be liable and pay all such future levies/increases as and when demanded by the Company and this undertaking by the Allottee(s) shall always survive the conveyance of the Said Commercial space in favour of the Allottee(s). The Allottee(s) has/have agreed that having understood this position the Allottee(s) undertake(s) not to default on the payment of such prospective/retrospective increases in Govt. Charges as and when demanded by the Company. The Allottee(s) specifically recognize(s) that such demand when made will constitute unpaid Sale Price and agrees that even if such levies are demanded by the Company after the sale deed is executed in favour of the Allottee(s), the Company shall have lien on the Said Commercial space to the extent of such unpaid Sale Price and the Allottee(s) hereby confirm(s) that the Allottee(s) would not object, and agree(s) to cooperate if the Company resumes the possession and ownership of the Said Commercial space and / or take all legal measures to recover such unpaid Sale Price upon the Allottee(s) defaulting on such payment.

Earnest Money

The Company and the Allottee(s) hereby agree(s) that the Earnest Money for the purpose of this Agreement shall be 20% of Total Sale Price. The Allottee(s) hereby authorise(s) the company to forfeit this Earnest Money in case of non-fulfillment of the terms and conditions herein contained.

Essence of the Agreement

The payment on or before due date, of Sale Price and other amounts payable as per the payment plan attached as per Annexure II, and Govt. Charges recovery or as demanded by the Company from time to time is the essence of this Agreement. It shall be incumbent on the Allottee to comply with the terms of payment plan and other terms and conditions of allotment failing which the allottee shall be liable to make payment of outstanding dues alongwith prescribed rate of interest as mentioned in Real Estate [Regulation and Development] Act, and failure to make full/complete payments of even single/one instalment shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant by the Company without any interest or compensation of whatsoever nature only after realization of the sales price

from the new allottee. The Company shall at all times have the first lien and charge on the Said Commercial space for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the applicant is less than the Earnest Money then the Applicant agrees and undertakes to make the payment of the difference amount forthwith at the first written request from the Company.

Financial Capacity of Allottee

The Allottee may obtain finance from financial institution / bank as already tied up with the company or any other source but the Allottee's obligation to purchase the said Commercial space pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and financial institutions discretion for any reason to refuse to disburse and the Allottee will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the said Commercial space. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Company. The company shall not be liable for refusal by any financial institution to advance any loan/finance to the Allottee, for any reason whatsoever

Schedule for Possession

The project is ready to move, hence subject to other terms of this Agreement including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in this Agreement, the Company shall offer the possession of the said Commercial space to the applicant on completion of all payments by the allottee and subject to Force Majeure Conditions.

Failure of Allottee(s) to take Possession, Holding Charges.

In the event of Allottee(s) failure to take possession of the Said Commercial space, within 30 (Thirty Five) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Allottee(s) risk and cost and the Allottee(s) shall be liable to pay to the Company holding charges calculated at the rate of Rs. 20/-per sq.ft. on the super area of the Said Commercial space per month for the entire period of such delay. If the Allottee(s) fail(s) to come forward to take possession of the Commercial space for a period of twelve (12) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the Said Commercial space and refund all monies paid by the Allottee(s) after deducting the Earnest Money, only after resale and realization of the such amounts from new allottee.

Registration

The Allottee(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of conveyance/sale deed of the Said Commercial space in favour of the Allottee(s) which shall be executed and got registered after receipt of the full Sale Price and other charges as set out in this Agreement

No objection certificate from the Banks and Financial Institutions for execution of Conveyance/Sale Deed

In case of the Allottee(s) who has/have made arrangement with any Financial Institutions/Banks, the conveyance of the Said Commercial space in favour of the Allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.

Indemnification

The Allottee(s) hereby covenants to the Company to pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non performance of the said covenants and conditions by the Allottee(s).

Compliance with Laws, Notifications etc.

That the Allottee(s) confirms that the Allottee(s) has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions of the licence(s) and Occupation Certificate granted by the Director, Town and Country Planning, Government of Haryana, for setting up the Said Colony and the undertakings given by the Company/Land Owners to the Director, Town and Country Planning, Government of Haryana, in this regard and that the Allottee(s) has familiarised himself/themselves with all the aforesaid and other applicable agreements, arrangements undertakings, conditions on inspection of the documents with the Company.

Compliance with Applicable Laws

It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the Said Commercial space it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA, 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agrees that in the event of any failure on Allottee(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Allottee(s) shall be liable for any action under the FEMA, 1999, and rules and regulations made there under as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard. The allottee confirm and represents that the allottee is buying the said unit for the consideration as aforesaid from his lawfully earned and declared sources of incomes, duly declared and subject to tax laws and no part of his income/investment bears any taint punishable under the Prevention of Money Laundering Act, 2002 and/or Benami Transactions (Prohibition) Act, 2016

Miscellaneous

That since the share of the allottee(s) in the common areas and facilities is undivided and cannot be separated, allottee(s) shall be obliged to use common areas and facilities within 81 High Street alongwith other occupants, maintenance staff etc. without causing any inconvenience or

hindrance to them. It is understood and agreed by the allottee(s) that right to use common areas and facilities within the 81 High Street shall always be subject to timely payment of maintenance charges.

That the allottee(s) shall be liable to pay to the first party or their nominees such pro-rata charges as may be determined by the first party or its nominees for maintaining various services and facilities in 81 High Street where the said Premises is situated until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the allottee(s) to the first party periodically as and when demanded by the first party or Maintenance Agency. The share so determined by the first party shall be final and binding on the allottee(s).

The total maintenance charges will be fixed by the first party, Maintenance Agency, other Body or Association of the Premises Owners on the basis of the maintenance costs. The decision of the first party or maintenance agency or the Body or Association in respect of the cost of maintenance will be final and binding on the Association of the Premises Owners and or the allottee(s) or occupant of commercial space. These charges will be paid at monthly / quarterly / half yearly intervals as decided by the first party or Maintenance Agency or Association of Premises Owners or other body as and when the maintenance services are transferred to the said Maintenance Agency or Association of the Premises Owners as the case may be.

That the allottee(s) shall permit the first party / Maintenance Agency / Association of premises owners, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs which the allottee(s) has / have failed to make good in spite of service of one month in writing by the first party / Maintenance Agency / Association of Premises Owners in this behalf and also for

repairing of any part of the building(s) and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

That as and when any Plant & Machinery within the said 81 High Street / said Building as the case may be including but not limited to lifts, D.G. Sets, electric sub-stations, pumps, fire fighting equipment, any other plant / equipment of capital nature etc., require replacement, upgradation, additions etc., the cost thereof shall be contributed by the allottee(s) in the said Building on pro-rata basis (i.e. in proportion to the super area of the said premises to the total super area of all the premises in the said building / said complex, as the case may be). The first party, Maintenance Agency or the Association of premises Owners shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc., including its timings or cost thereof.

That the structure of the said building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the first party, Maintenance Agency or the Association of Premises Owners on behalf of the allottee(s) and the cost thereof shall be payable by allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each premises shall be insured by the allottee(s) at his / her / its own cost. The cost of insuring the building structure shall be recovered from the allottee(s) as a part of total maintenance charges and the allottee(s) hereby agrees to pay the same. The allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Premises or any part of the said Building (like storage of inflammable / hazardous goods / articles) or cause increased

premium to be payable in respect thereof for which the allottee(s) shall be solely responsible and liable.

The allottee(s) shall keep the said premises, the walls and partitions, sewers, drains, pipes and appurtenance thereto belonging, in good tenantable repair state or condition and maintain the same in a fit and proper condition in particular so as to support, shelter and protect the parts of the building(s) other than the said premises and shall abide by all laws, bye-laws, rules and regulations of the Government, Local / Municipal Authorities and / or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, byelaws or rules and regulations.

That the Allottee shall use the said commercial space for lawful retail business only. In case the allottee uses or permits the user of the said commercial space for any purpose other than the one indicated above, in that event the First party / maintenance agency and / or Association of Commercial space Owners shall be entitled to initiate appropriate action against the Allottee including but not limited to preventing the Allottee and persons claiming through it from enjoying common areas and facilities and securing orders for sealing of the commercial space.

That the Allottee shall not be permitted to use the basement and service areas in any manner whatsoever and the same shall be reserved for use by the First party or the Maintenance Agency and its employees for rendering maintenance services. The basements and service shares if any as may be located within the said Building / said Complex shall be earmarked by the First party to house services including but not limited to Electric Sub-station, Transformers, DG sets, Underground water tanks, Pump Rooms, Maintenance and Service Rooms, fire fighting pumps and other Equipment etc. and other permitted uses as per zoning / building plans.

That the Allottee shall not use property subject matter of this Deed in a manner that may cause nuisance or annoyance to occupants of other premises in the said building or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Premises which tends to cause damage to any flooring or ceiling or services of any premises over, below, adjacent to the said premises or anywhere in the said land or in any manner.

The allottee shall be liable to make payment of applicable transfer/administrative charges to the company, in the event of nomination and/or transfer of the said unit in favour of any other person.

Notices and Communications

The Allottee(s) shall inform the Company in writing any change in the mailing address mentioned in this Agreement failing which all demands, notices etc. by the Company shall be mailed to the address given in this Agreement and deemed to have been received by the Allottee(s). In case of joint allottees, all communications shall be sent to the first named allottee in this Agreement which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) have agreed to this

condition of the Company. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Agreement and the Applicant is required to comply with all its obligations on its own.

Appropriation of Sale Price

That the Company may, in its sole discretion, appropriate towards the Sale Price of the Said Commercial space, the amounts received from the Allottee(s) in any head/account and the

appropriation so made shall not be questioned by the Allottee(s). The Sale Deed shall, however, be executed only after the outstandings under all the heads are paid in full.

Payment of Taxes

That the Allottee(s) shall bear and pay taxes of all and any kind whatsoever (or his/their share of it) whether levied or leviable now or in future on the lands and/or building(s) as the case may be, from the date of execution of this Agreement and so long each Commercial space is not separately assessed for such taxes for the land and/or building(s) the same shall be payable and be paid by the Allottee(s) in proportion to the area of his/their Said Commercial space. Such apportionment shall be made by the Company or any other agency as the case may be and the same shall be conclusive final and binding upon the Allottee(s)

Provisions Binding on future Buyers/Assignees

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Said Commercial space shall equally be applicable to and enforceable against any and all future Buyers/assignees/nominees of the allottee of the Said Commercial space, as the said obligations go along with the Said Commercial space for all intents and purposes

Company's Lien

That the Company shall have the first lien and charge on the Said Commercial space for all its dues and other sums payable by the Allottee(s) to the Company.

Clear Title

That, subject to the Allottee(s) timely fulfilling all his/their obligations herein and there being no bar from any Government or any other Competent Authority, the Company covenants that it shall pass on a clear title in respect of the Said Commercial space in favour of the Allottee(s).

Waiver not a limitation to enforce

That, failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.

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/clause in this Agreement shall be done by reading the various clauses and the Agreement as a whole and not in isolation or in parts or in terms of captions provided.

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 laws of India

Entire Agreement

That this Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous agreements between the parties concerning the matter concerned herein whether oral, written or implied and variation in any of the terms hereof, except under the signature of the Authorised Signatory of the Company, shall not be binding on the Company.

Joint Allottee(s)

That in case there are Joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/them which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) have agreed to this condition of the Company. The Applicant(s) declares and affirms that in case of joint applicant's failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this Buyer's Agreement and both/all shall be liable for the consequences jointly as well severally.

Certain References

That for all intents and purposes and for the purpose of the terms and conditions set out in this Agreement, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Agreement shall carry the same meaning and purpose as the word Allottee(s) so far as the context may permit.

Jurisdiction

This said Commercial space is located in the District of Faridabad and Faridabad courts alone shall have the territorial jurisdiction in all matters arising out of or touching and/or concerning this transaction.

Dispute Resolution

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the applicable RERA rules and Act.

IN WITNESS WHEREOF, the parties hereto have hereunto and to a counter part 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 **Commercial space allottee(s)**,
at _____
On _____



Signature (of the first/Sole allottee)	Signature (of the Second allottee)
Name:	Name:
Witnesses:	Witnesses:
1. Signature:	1. Signature:
2. Name :	2. Name :
3. Address :	3. Address :

Signed and delivered by the within names Company in the presence of witness at New Delhi on _____

First party

Name:

Signature:

Designation:

Witnesses:

Name:

Signature:

Designation:

