

APARTMENT BUYERS' AGREEMENT

BETWEEN

IMPERIA STRUCTURES LTD.,

AND

NAME

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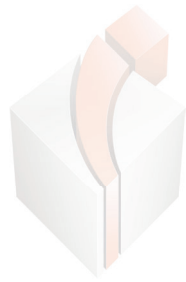
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ADDRESS

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imperia
Securing Smiles!

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

'THE ESFERA'
SECTOR 37-C, GURGAON, HARYANA
IMPORTANT INSTRUCTIONS TO THE INTENDING ALLOTTEE(S)

Please read carefully.....

Anyone desiring to purchase an Apartment will be required to execute the Apartment Buyer's Agreement for each Apartment desired to be purchased. The Apartment Buyer's Agreement sets forth in detail the terms and conditions of sale with respect to the Apartments and should be read carefully by each Intending Allottee. Signed Apartment Buyer's Agreement will not be accepted from an Intending Allottee for three consecutive business days following the Intending Allottee's receipt of the copies of the Apartment Buyer's Agreement along with all its Annexure as attached therewith. The Company expects that during the time given, i.e. three consecutive business days from the receipt of the copies of the Apartment Buyer's Agreement, the Intending Allottee shall have read each and all clauses of this Agreement carefully, understood the legal implications thereof, understood his/her obligations and liabilities and the Company's obligations and limitations as set forth in the Apartment Buyer's Agreement.

As the Apartment Buyer's Agreement is a legal document, the Company advises the Intending Allottee to take advice of competent legal counsel/advocates to interpret the provisions of the Apartment Buyer's Agreement. The Intending Allottee shall, thereafter, if he/ she so decides to enter into the Apartment Buyer's Agreement, execute and deliver to the company, within thirty (30) days from the date of dispatch by post of Apartment Buyer's Agreement by the company, the Apartment Buyer's Agreement together with all Annexures, together with amounts due and payable as set forth in the schedule of payments. If the Intending Allottee (s) fails to execute and deliver to the Company the Apartment Buyer's Agreement in its original form duly signed within thirty (30) days from the date of dispatch by post of Apartment Buyer's Agreement by the Company, then the application of the Intending Allottee shall be treated as cancelled and the earnest money paid by the Intending Allottee shall stand forfeited without any notice or reminders and the Intending Allottee (s) shall be left with no right, title or interest in any form or manner in the Apartment provisionally offered to the Intending Allottee.

The Apartment Buyer's Agreement will not be binding on the Company until executed by the Company through its authorized signatory. The Company will have the option to either accept or reject the signed Apartment Buyer's Agreement within thirty (30) days after receiving the same from the Intending Allottee. If the Company decides to accept the Apartment Buyer's Agreement, then a signed copy of the Apartment Buyer's Agreement will be returned to the Intending Allottee for his/her reference and record and a copy shall be retained by the Company. If the Apartment Buyer's Agreement is not executed by the Company and a copy is not dispatched by post to the Intending Allottee within thirty days from the date of its receipt from the Intending Allottee by the Company then the application and the Apartment Buyer's Agreement shall be deemed to have been rejected by the Company and all sums deposited by the Intending Allottee in connection therewith shall be refunded without any interest or compensation whatsoever and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Apartment provisionally offered to the Intending Allottee.

The Company reserves right to request thorough identification, financial and other information as it may so desire concerning any Intending Allottee. The Company shall reject and refuse to execute any Apartment Buyer's Agreement wherein the Intending Allottee has made any corrections / cancellations / alterations / modifications. The Company reserves the right to reject any Apartment Buyer's Agreement executed by any Intending Allottee without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Apartment Buyer's Agreement or Apartment Buyer's Agreements as the case may be for one or more Apartments, to any person or entity and the decision of the Company shall be final and binding.

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

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Authorised Signatory _____

I/We confirm that I/We have read and understood the above instructions and each and all clauses of the apartment Buyer's Agreement, its Annexures etc. and I/We now execute the Apartment Buyer's Agreement being fully conscious of my/our rights and obligations and limitations of the Company and undertake to faithfully abide by all the terms and conditions of the Apartment Buyer's Agreement.

X_____

Allottee(s)

Instructions for execution of the Apartment Buyer's Agreement:

- 1) Kindly sign along with joint Intending Allottee(s), if any, on all pages of the Agreement including all Annexures.
- 2) Kindly paste colour photographs including of joint Intending Allottee(s) and sign across the photographs.
- 3) All the signed copy of the Apartment Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by Registered post (AD) / hand delivery only within the time stipulated.
- 4) Witnesses signatures to be done only on page 37.



Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

'THE ESFERA'
SECTOR 37-C, GURGAON, HARYANA
APARTMENT BUYER'S AGREEMENT

This AGREEMENT is made at New Delhi on this ____ day of _____ 201_

BETWEEN

IMPERIA STRUCTURES LTD., a Company duly registered under the Companies Act, 1956 having its Registered Office at A-25, Mohan Co-operative Industrial Estate, New Delhi-110044 (India) (hereafter referred to as the **"DEVELOPER/COMPANY"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) acting through its Authorized Signatory Shri _____ vide Board Resolution dated R/o. S/o _____ of the **FIRST PART**.

AND

(FOR INDIVIDUALS)

1. Sole/First Applicant:

Shri/Smt/Ms _____ Son /Wife / Daughter of Shri _____
Resident of _____

2. Co-applicant-I (To be filled up in case of Joint purchasers)

Shri/Smt/Ms _____ Son /Wife / Daughter of Shri _____
Resident of _____

3. Co-applicant-II (To be filled up in case of Joint purchasers)

Shri/Smt/Ms _____ Son /Wife / Daughter of Shri _____
Resident of _____

(* to be filled up in case of Joint Purchasers)

(hereinafter singly / jointly, as the Case may be, referred to as **"THE INTENDING ALLOTTEE(S)"** which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assign of the **SECOND PART**.

OR

****M/s** _____, a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at _____ (hereinafter referred to as **"THE INTENDING ALLOTTEE(S)"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm (Copy of Partnership Deed and Authorisation letter is required) and their respective heirs, legal representatives, administrators, executors, successors and assigns) acting through its partner Mr./Mrs./M/s. _____ of the **SECOND PART**.

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

OR

M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as "THE INTENDING ALLOTTEE(S)" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **SECOND PART (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) acting through its duly authorized signatory Shri/Smt. _____ vide Board resolution dated _____.

(** Delete whichever is not applicable).

DEVELOPER/COMPANY'S REPRESENTATIONS:-

A. WHEREAS the Developer's subsidiary & collaborator companies presently own and possess land admeasuring in aggregate about 17 Acres, situated at Sector-37 C, Gurgaon, Haryana, (hereinafter referred to as the "said land") detail of which are as under:

- i) M/s Phoenix Datatech Services Pvt. Ltd owns Kh. No. 755 & 771 admeasuring 9 Bighas 16 Biswas in the revenue estate of Village Basi and Kill No. 13, 14, 17/2 & 18 in Rect. No. 7 total admeasuring 30 Kanals in the revenue estate of Village Garoli Khurd.
- ii) M/s Prime Infoways Pvt. Ltd owns Kh. No. 770 admeasuring 5 Bighas 11 Biswas in the revenue estate of Village Basi.
- iii) M/s Prime IT Solutions Private Ltd owns Kill No. 7/2, 8 & 9 in Rect. No. 7 total admeasuring 16 Kanals and 19 Marlas and Kill No. 1, 3 Kanals 14 Marlas in Kill No. 10/2 both in Rect. No. 7 and in Kill No. 5 - 3 Kanals 13 Marlas in Rect No. 8 and Kill No. 25 in Rect No. 2 in the revenue estate of Village Garoli Khurd.

B. AND WHEREAS the Developer its subsidiary and other Companies have reached to an understanding for the purpose of developing the said land into a residential colony / township of high standard after obtaining the requisite licenses / permission from authorities concerned for change of land use and carrying out residential/commercial development on the said land as permissible under law.

AND WHEREAS in accordance with the said arrangement / agreement with such other Companies, the Developer is in the process of developing a residential colony / township to be known as "THE ESFERA"(hereinafter referred to as "said Project") on the said land after obtaining licenses / permission for the said purpose in the name of subsidiary companies and other Companies from the concerned authorities.

C. AND WHEREAS the Subsidiary Company of Developer M/s Phoenix Datatech Services Pvt. Ltd owns 11 Acres of above land & collaborator companies M/s Prime Infoways Pvt. Ltd & M/s Prime IT Solutions Private Ltd owns balance 6 Acres of land and have obtained license bearing No. 64 of 2011, vide memo No. LC-1303-JE(B) – 2011/2664, dated 07.03.2011 from the Director, Town & Country Planning, Haryana, and Chandigarh (DTCP) for the promotion and development of the proposed said Project on the said Land.

D. AND WHEREAS the Developer has specifically made clear that the layout plan of Said Complex, presently annexed hereto as Annexure-A is tentative and same are subject to approval of Director, Town & Country Planning, Haryana, Chandigarh and any changes /directions / conditions imposed by Director,Town & Country Planning, Haryana, Chandigarh, while approving the proposed tentative layout plans, shall be binding on both the IntendingAllottee(s) and the Developer and the Intending Allottee(s) hereby agrees that it shall not be necessary on the part of the Developer to seek consent of the Intending Allottee(s) for the purpose of making

any changes in order to comply with such directions / condition / changes and that the layout plan of Said Complex as may be amended and approved from time to time shall supersede the proposed tentative layout plan as given in Annexure-A hereto and/or previously approved layout plan(s), as the case may be, and shal

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

I automatically form a part of this Agreement as Annexure-A in place of presently attached layout plan as Annexure-A or previously approved layout plan(s) as the case may be.

- E. AND WHEREAS** the Developer may be acquiring some more lands in the neighborhood of Said Project and such lands as and when licensed and approved by the competent authority (ies), shall be deemed to be part of the approved lay out plan of Said Project and accordingly the area of Said Project shall stand enhanced, and in that case Annexure-A of this agreement shall automatically stand superseded and be substituted by such subsequently approved lay out plan(s) of Said Project and shall be deemed to form part of this Agreement.
- F. AND WHEREAS** the Developer has further clarified to the Intending Allottee(s) that the proposed tentative layout plan as given in Annexure-A of this Agreement depicts several zones with each zone as may be earmarked for residential or other uses, provided however, the total number of zones and their earmarked uses may be changed as per the directions of the competent authority (ies) or at the sole discretion of the Developer.
- G. AND WHEREAS** the Developer has further clarified to the Intending Allottee(s) that the proposed tentative layout plan as given in Annexure-A of this Agreement may have residential or other projects areas as may be earmarked in different zones, but however, this Agreement is confined and limited in its scope only to the sale of residential apartment in a specific group housing complex to be named as "THE ESFERA" (hereinafter referred to in this Agreement as the said Complex) consisting of multi-storied residential apartment buildings to be constructed on a portion of land presently admeasuring 17 acres (approx.) (5.7 Hectares Approx.) or thereabouts earmarked and delineated in Said Project (hereinafter referred to in this Agreement as the said Portion of land) in accordance with the building plan(s) approved by the Director, Town & Country Planning, Haryana, Chandigarh. The proposed tentative layout plan of said Project is given in Annexure A of this Agreement. The area of the said Portion of land admeasuring 17 acres (approx.) or (5.7 Hectares Approx.) or thereabout may stand modified in future to the extent as may be required pursuant / consequent to any directions / approvals by the Director, Town & Country Planning Haryana, Chandigarh.
- H. AND WHEREAS** the Developer has explained to the Intending Allottee(s) that the purpose of description of entire said Project given in Annexure-A is merely to acquaint the Intending Allottee(s) with the overall picture of the development that may take place in said complex/Project, and that such tentative description of the overall development plan of said complex is not intended to convey to the Intending Allottee(s) any impression of any right, title or interest in any of the zones/phases to be developed in or in any land(s) falling outside the said Portion of land specifically earmarked for the construction of the said Complex which is the subject matter of this Agreement.
- I. AND WHEREAS** the Developer is competent to enter into this Agreement.

INTENDING ALLOTTEE(S)'s REPRESENTATIONS:-

- A. AND WHEREAS** the Intending Allottee(s) has applied to the Developer/Company vide application dated _____ agreeing to the terms and conditions as set out in the application for the allotment of Apartment No. _____ having an approximate super area (super area is specifically defined in Annexure B) admeasuring _____ sq. Meters (_____ sq. feet approximately) (hereinafter referred to as the "said Apartment" located on _____ floor in _____ block (hereinafter referred to as the "said Building") and for allotment of acovered Parking Spaces. _____.
- B. AND WHEREAS** the Intending Allottee(s) has demanded from the Developer/Company and the Developer/Company has allowed the Intending Allottee(s) inspection of Said Portion of land, tentative building plans, ownership record of the said Portion of land and all other documents relating to the title, competency and all other relevant details and the Intending Allottee(s) has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the Developer/Company, its Associate

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

Companies, its subsidiary companies in the said Portion of land on which the said Complex/said Building is being constructed and has understood all limitations and obligations of the Developer/Company in respect thereof. The Intending Allottee(s) agreed that there shall be no further investigations or objections by him/her in this regard and further that he/she is fully satisfied of the competency of the Developer/Company to enter into this Agreement.

AND WHEREAS the Intending Allottee(s) acknowledges that the Developer/Company has readily provided all information, clarifications as required by him/her but that he / she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer/Company, its selling agents / brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Building or the Apartment or the size or dimensions of the Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Intending Allottee(s) , the estimated facilities / amenities to be made available to the Intending Allottee(s) or any other data except as specifically represented in this Agreement and Application and that the Intending Allottee(s) has relied solely on his/her own judgment and investigation in deciding to enter into this Agreement and to purchase the said Apartment. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self contained and complete in itself in all respects.

- C. **AND WHEREAS** the Allottee(s) has gone through all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it provide the occupants with a sense of pride and identity for their residence and it is because of this reason that the Allottee(s) is investing in the Said Apartment/Said Complex. The Allottee(s) has assured the Company that in his judgment that such exclusivity would enhance goodwill and prestige of the Allottee(s) residence and as such, the Allottee(s) is/are fully satisfied with the purpose/objective of incorporating these conditions. The Allottee(s) also confirm that the Allottee(s) have chosen to invest in the Said Apartment/Said Complex 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(s) find that the Said Apartment/Said Complex is suitable for the Allottee(s)'s residence, and therefore, have voluntarily approached the Company for allotment of the Said Apartment in the Said Complex.
- D. **AND WHEREAS** the Intending Allottee(s) has confirmed to the Developer/Company that he / she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said THEESFERA in general and the said Complex / said Building(s) in particular and the terms and conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- E. **AND WHEREAS** the Developer/Company relying on the confirmations, representations and assurances of the Intending Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/her application to allot a residential Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

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.

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

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Authorised Signatory_____

"Apartment Act" means the Haryana Apartment Ownership Act 1983 and the Rules and/or any other statutory enactment or modifications thereof.

"Agreement" means this Apartment Buyers' Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Apartment and/or the Parking Space(s) in the Said Complex, executed by the Allottee(s) and Company.

"Allottee" means the person who is entering into this Agreement with the Company for the Said Apartment Allotted to the Allottee(s) and who has signed and executed the Agreement.

"Amenities and Facilities" shall mean and include but not limited to the shops, club house, swimming pool, tennis court, community shopping, school, etc in the Said Complex the ownership of which shall always vest with the Company and the Allottee(s) herein shall not have any claim or right of any nature whatsoever in shops, club house, swimming pool, tennis court, community shopping, school etc. in the Said Complex.

"Common Areas and Facilities" means such common areas and facilities within the Said Building/Said Complex earmarked for common use of all the Allottee(s), limited to and precisely listed in Part A, Part B and Part C of Annexure-C.

"Company" shall have the meaning as ascribed to it in the Preamble.

"Conveyance Deed" means the deed of conveyance which shall convey title of the Said Apartment in favour of the Allottee(s) in accordance with this Agreement.

"EDC" means the charges levied or leviable on the Said Complex/ Said Land (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

"Foot Print" shall mean the precise land underneath the Said Building.

"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 which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) 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;
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

Signature of Allottee(s)

For Imperia Structures Ltd.

"Governmental Authority" or "Governmental Authorities" shall mean 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 having jurisdiction over the land on which the Said Complex/ Said Building is situated;

"Infrastructure Development Charges (IDC)" shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;

"Infrastructure Augmentation Charges (IAC)" means the infrastructure augmentation charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority(ies) for recovery of the cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.

"Maintenance Agency" means the Company, its nominee(s) or association of apartment Allottee's or such other agency/ body/ Company/ association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/ Said Building.

"Maintenance Charges" shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Said Building/Said Complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Apartment/Said Building/Said Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

"Non Refundable Amounts" means the interest paid or payable on delayed payments, brokerage paid/ payable by the Company, if any, etc.

"Person" means any individual, sole proprietorship, body corporate, corporation, 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 Said Apartment payable/ as applicable to be calculated on the per sq. mtr./sq. ft. based on super area of the Said Apartment, as mentioned in this Agreement.

"Said Apartment" means the apartment allotted to the Allottee(s) and/or an exclusive use of Parking Space(s).

"Said Building" means the tower/building in the Said Complex in which the Said Apartment will be located.

"Said Complex" means the "the esfera", Sector 37-C, Gurgaon, Haryana, comprising of residential apartment buildings, club house swimming pool, tennis court and EWS apartment etc. and any other building Amenities and Facilities as may be approved by the Governmental Authority.

"Taxes and Cesses" means any and all kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, 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/construction of the Said Apartt/Said Building/Said Complex.

"Total Price" means any and all kind of the amount amongst others, payable for the Said Apartment which includes basic sale price, PLC (if the Said Apartment is preferentially located) calculated on per per sq.mtr./ sq.ft. based on the Super Area of the Said Apartment and price for exclusive right to use of Parking Space(s) but does not include

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

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Authorised Signatory_____

other amounts, charges, security amount etc., which are payable in accordance with the terms of the Application/Agreement, including but not limited to : -

- i) EDC, IDC, IAC, increase in EDC, IDC, IAC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called.
- ii) IFMS.
- iii) Maintenance charges, property tax, municipal tax on the Said Apartment.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- v) Taxes and Cesses.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) C I u b membership fees and club charges, as applicable.
- viii) Cost of additional parking space(s), if any, allotted to the Allottee(s).
- ix) Escalation charges.
- ix) Any other charges that may be payable by the Allottee(s) 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(s) 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 by the Allottee(s), Company and the Maintenance Agency.

Interpretation

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. 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.

The Allottee(s) agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee(s) has understood or acknowledged obligations of the Allottee(s) or the rights of the Company, the Allottee(s) has given consent to the actions of the Company or the Allottee(s) has acknowledged that the Allottee(s) has no right of whatsoever nature, the Allottee(s) in furtherance of the same, 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 without any protest or demur.

1. **Price payable for the said Apartment and details of items included in the price and items not included in the price.**
 - 1.1. In accordance with and subject to the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, the Developer/Company hereby agrees to sell and the Intending Allottee(s) hereby

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

agrees to purchase the Apartment detailed below having a super area of approximately _____ sq. Meters (_____ sq. ft) along with undivided proportionate share in the land though not included in the computation of super area only underneath the said Building in which the said Apartment is located calculated in the ratio which the super area of the said Apartment bears to the total super area of all the Apartments in the said Building; and exclusive use of the reserved covered parking space.

Tower No. _____ Apartment No. _____ Floor No. _____ Super Area _____
Sq Meters (_____ Sq Feet approx.) @ BSP Rate Rs. _____ per Sq.
Meter. (_____) Per Sq Foot, amounting to Total Basic Sale Price
(Rs. _____)
And total PLC of Rs. _____
PARKING: Nos. _____ for Price Rs. _____
Total Price Rs. _____

- 1.2. The Allottee(s) agrees and understands that the price of the Said Apartment is based on the price of materials and labour charges pertaining thereto on and around 21st day of October 2012. If, however, during the progress of construction upto the expiry of 42 months from the abovementioned date, there is an increase/decrease in the price of the materials used in the construction work and /or labour charges (hereinafter referred to as Escalation Charges), the same shall be recoverable/ payable respectively to the Allottee(s).

In order to ensure a fair and transparent methodology for computation of Escalation Charges, the Company shall take the respective Reserve Bank of India (RBI) Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel & power, other building construction material and labour as the basis of such computation and the Allottee(s) agrees and accepts, that by choosing these independent RBI Indexes, the Company is ensuring the highest level of fairness and transparency. The respective RBI Indexes for the computation of the Escalation Charges in the cost of construction and labour cost are as below:-

Steel - Index published as Steel - Long in the category of Basic Metals, Alloys & Metal Products.

Cement - Index published as Cement & Lime in the category of Non-Metallic Mineral Products.

Fuel & Power- Index published as Fuel & Power"

Other Building Construction materials - Index published as All Commodities in the Index Numbers of Wholesale Prices in India. "

Labour - Index published as Consumer Price Index Numbers for Industrial Workers of Delhi.

It is mutually agreed and binding between the Allottee(s) and the Company that 50% of the Total Price of the Said Apartment, shall be treated as construction cost for the purpose of computation of Escalation Charges. It is further mutually agreed that within the above stated construction cost, the components of steel, cement, other construction materials, fuel and power and labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost. Escalation charges shall be computed at the expiry of 42 months i.e. in April, 2016. The RBI indexes for the month of September, 2012 and for the month March, 2016 shall be taken as the opening and closing indexes respectively to compute the Escalation Charges.

The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of escalation charges done by the Company from time to time. Such audited and verified Escalation Charges shall be paid/refunded (or adjusted), as the case may be, by/to the Allottee(s) before the offer of possession of the Said Apartment to the Allottee(s).

Escalation Charges, as intimated to the Allottee(s) shall be final and binding on the Allottee(s). The Allottee(s) agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Agreement. No possession shall be handed over to the Allottee(s) unless Escalation Charges are paid in full along with delayed interest, if any. An example enclosed herewith as **Annexure-G** illustrates the computation of Escalation Charges.

Signature of Allottee(s)

For Imperia Structures Ltd.

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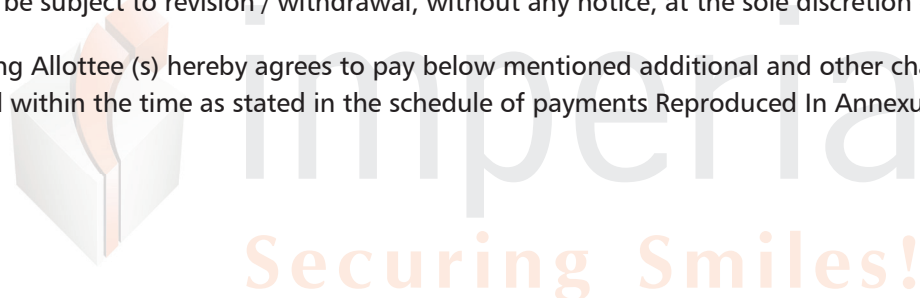
1.3 The Allottee(s) agrees and understands that in addition to Total Price, the Allottee(s) shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:

- a) A sum equivalent to the proportionate share of all applicable Taxes and Cesses shall be paid by the Allottee(s) to the Company. The proportionate share shall be the ratio of the super area of the Said Apartment to the total super area of all the apartments, other buildings, shops, club, community centre, school etc. in the Said Complex.
- b) The Company shall periodically intimate the Allottee(s), on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above, which shall be final and binding on the Allottee(s) and the Allottee(s) shall make payment of such amount within thirty (30) days of such intimation.

Intending Allottee(s) hereby agrees to pay, due to increase in super area (as explained in Clause 1.6), external development charges (as explained in Clause 1.10) increases on account of additional fire safety measures undertaken increases in all types of securities to be paid by the Intending Allottee(s), deposits and charges and increase thereof for bulk supply of electrical energy (as explained in Clause 14.30) and all other increases in cost / charges specifically provided for in this Agreement and / or any other charges which may be levied or imposed by the Government / statutory authorities from time to time. In case where the Intending Allottee(s) has / have opted for Cash Down Payment / construction linked payment plan, the Intending Allottee(s) has agreed to pay the rate as stated in Clause 1.1 and as per the Schedule of payments given in Annexure F.

1.4 The Developer/Company may allow, at its sole discretion, a rebate for early payments of installments payable by the Intending Allottee(s) by discounting such early payments. The provision for rebate and the rate of rebate shall be subject to revision / withdrawal, without any notice, at the sole discretion of the company.

1.5 The Intending Allottee (s) hereby agrees to pay below mentioned additional and other charges to be paid in manner and within the time as stated in the schedule of payments Reproduced In Annexure F:



Signature of Allottee(s)

For Imperia Structures Ltd.

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Additional Charges

PLC (Preferential location charges)	Rate	Tick	Amount
Corner	Rs. _____/- Per Sq.ft equal to Rs. _____/- per Sq. Meter		
Club	Rs. _____/- Per Sq.ft equal to Rs. _____/- per Sq. Meter		
Road Facing	Rs. _____/-Per Sq.ft equal to Rs. _____/- per Sq. Meter		
Park Facing	Rs. _____/- Per Sq.ft equal to Rs. _____/- per Sq. Meter		
Ground Floor without Lawn	Rs. _____/- Per Sq.ft equal to Rs. _____/- per Sq. Meter		
Ground Floor with Private Lawn	15 Lacs		
Floor PLC calculated @ as mentioned in Annexure - F			
Other Charges			
Development Charges(DC)	375/- Per Sq. ft equal to Rs. 4036/- per Sq. Meter		
Reserved Covered Parking	Rs. _____/- Per Car Parking		
IFMS (Interest Free Maintenance Security)	Rs. 100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter		
Club Membership Charges	Rs. 100000/- Per Family*		
FFC,PBIC & EEC	Rs. 150/- Per Sq. Ft. equal to Rs. 1614/- per Sq. Meter		
Power Backup	Additional KVA over and above 3 KVA will be charged @ 25000/- per KVA extra		

Total Price _____

Service Tax As applicable will be charged extra.

*Family means Husband, Wife and Maximum 2 Children.

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For Imperia Structures Ltd.

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However, the Intending Allottee(s) has specifically agreed that if due to a change in the lay out / building plan, the said Apartment ceases to be in a preferential location, the Developer/Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee(s) and such refund shall be made / adjusted in the last installment as stated in the schedule of payments given above. If due to any change in the layout building plan (s), the said Apartment becomes preferentially located, then the Intending Allottee(s) agrees to pay additional preferential charges to the Company calculated @ as mentioned above of the super area of the said Apartment to be paid in the manner as demanded by the Developer/Company.

- 1.6. It is made clear by the Developer/Company and the Intending Allottee(s) agrees that the sale price of the said Apartment shall be calculated on the basis of its super area (as per the definition of super area given in Annexure B) and that the super area stated in this Agreement is tentative and is subject to change till the construction of the said Building is complete. The final super area of the said Apartment shall be confirmed by the developer/Company only after the construction of the said Building is complete and occupation certificate is granted by the competent authority(ies). The total price payable for the said Apartment shall be recalculated up after confirmation by the developer/Company of the final super area of the said Apartment and any increase or reduction in the super area of the said Apartment shall be payable or refundable, as the case may be, without any interest, at the same rate per square Meter as agreed in Clause 1.1 of this Agreement i.e. on basic sale price (the selling rate irrespective of any rebates allowed/payment plan opted for). If there shall be increase in super area, the Intending Allottee(s) agrees and undertakes to pay for the increase in super area immediately on demand by the Developer/Company as and when such demand is intimated to the Intending Allottee(s) by the Developer/Company irrespective of receipt of the Occupation Certificate and if there shall be a reduction in the super area, then the refundable amount due to the Intending Allottee(s) shall be adjusted by the Developer/Company from the final installment as set forth in the Schedule of Payments in Annexure F.

The definition of super area, Apartment area, the tentative percentage of Apartment area to super area as on the date of execution of this Agreement are clearly described by the Developer/Company in Annexure-B which forms part of this Agreement and is hereby accepted by the Intending Allottee(s). The Intending Allottee(s) confirms that he/she has read, understood and agrees to this definition and that he/she has no objection to the same and the Intending Allottee(s) has assured the Developer/Company that after having agreed to the definition of super area given in Annexure-B as the basis for the purchase and payment of price of the said Apartment, he/she shall not raise any dispute or make any claims etc. at a later date in this regard.

- 1.7 It is further clarified to the Intending Allottee(s) that the Developer/Company has calculated the total price payable for, the said Apartment on the basis of its super area (as specifically defined in Annexure-B) .The Developer/Company makes it abundantly clear to the Intending Allottee(s) that he/she shall be entitled to the ownership rights and rights of usage only as per details given below:
- i) The Intending Allottee(s) shall have ownership of the said Apartment consisting of the apartment area only. The definition of apartment area is given in Annexure-B. The apartment area is included in the computation of super area (super area is defined in Annexure-B).
 - ii) The Intending Allottee(s) shall also have undivided proportionate share in the common areas and facilities within the said Building if any, which may be located within or outside the Apartment Buildings (as listed in Part A of Annexure-C). As the share of Intending Allottee(s) in the common areas and facilities is undivided and cannot be separated this would require him/her to use the common areas and facilities within the said Building (as listed in Part A of Annexure-C) harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed by the Intending Allottee(s) that even if the common areas and facilities within the said Building (as listed in Part A of Annexure-C) is included in computation of super area, the right of the Intending Allottee(s) to use the common areas and facilities shall be within the said building and the club only (as listed in Part A in Annexure-C) and shall always be subject to timely payment of maintenance charges. It is further made abundantly clear and the Intending Allottee(s) has understood that he / she shall be entitled to undivided proportionate share in no other common areas and facilities within the said building only as listed in Part A of Annexure-C

Signature of Allottee(s)

For Imperia Structures Ltd.

- iii) In addition to above, though not forming a part of computation of super area for which price is charged, the Intending Allottee(s) shall have the ownership of undivided proportionate share in the land underneath the said Building only (i.e. the land which is the foot print of the Building in which the said Apartment is situated). The undivided proportionate share of land underneath the said Building shall be calculated in the ratio of super area of the said Apartment to the total super area of all the apartments within the said Building only. It is made abundantly clear and agreed by the Intending Allottee(s) that no other land(s) is/ are forming part of this Agreement, and the Intending Allottee(s) shall have no right, no title, no interest of any kind whatsoever on any other land(s) except to the extent of using only such general common areas and facilities within the said Complex / Zone limited to and precisely listed in Part-B of Annexure-C subject, however, to the timely payment of maintenance charges by the Intending Allottee(s).

It is made clear by the Developer/Company and specifically understood by the Intending Allottee(s) that the Developer/Company may at its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the building and / or common areas and facilities as may be described by the developer/Company in its sole discretion in any declaration by calculating the same in the ratio of his / her apartment's value to the total value of the said building (s) / project / scheme, as the case may be, and that the Intending Allottee(s) agrees not to raise any objections in this regard.

- iv) In addition to the above, though not forming a part of the computation of super area, the Intending Allottee(s) shall be entitled, without any ownership rights, to exclusively use the reserved covered parking space specifically allotted to him for parking his / her vehicle in terms of Clause 1.11 below and as listed in Part- C of Annexure-C.
- v) In addition to above though not forming a part of the computation of super area for which price is charged, the Intending Allottee(s) shall also be entitled for use only, the general common areas and facilities within the said Complex limited to and precisely listed in Annexure- C, Part -B, which may be within or outside the land underneath the said Building earmarked as common areas by all the occupants of all the buildings to be constructed on the said Portion of Land. However, such general common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective occupants for their use.

1.8 All other land(s), areas, facilities and amenities including those listed below, are specifically excluded from the scope of this Agreement and the Intending Allottee(s) shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. Such lands, areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of super area for calculating the sale price and, therefore, the Intending Allottee(s) has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Intending Allottee(s) agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Company, its Associate companies, its subsidiary companies and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Developer/Company, its Associate companies, its subsidiary companies.

- i. All land(s) (except the general common areas and facilities within the said Complex earmarked for common use, limited to and precisely listed in Part B of Annexure-C) falling outside the land underneath the said building in which the said Apartment is located including but not limited to those listed in Annexure-C, Part D, or any other facility or amenity as may be provided at the sole option and sole discretion of the developer/ Company or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to schools, shops, facilities, amenities etc. even if provided in the stilts of the said Building, are specifically excluded from the scope of this Agreement and the Intending Allottee(s) shall have no ownership rights, no right of usage, no title, no interest or no claims whatsoever in such land(s), areas, facilities and amenities within the stilts of the said Building, the said Portion of Land or any where in Said Complex. The Intending Allottee(s) hereby gives an irrevocable undertaking to the Developer/Company that he/she shall never claim any rights, title nor any interest in these land(s), areas, facilities and amenities, including but not

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limited to those listed in Annexure-C, Part-D, as they are specifically excluded from the scope of this Agreement and are not included in the computation of super area in any manner, and for which the Intending Allottee(s) has not paid any money to the developer/Company in any form or manner whatsoever and that the Intending Allottee(s) agrees that he/she shall not, at a later date, after execution of this Agreement, raise any claim or create any dispute in respect of such land(s), areas, facilities and amenities and Developer/Company shall have sole right and absolute authority to deal with the same in any manner including but not limited to creation of rights in favour of any party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and / or any local body(ies) which the Developer/Company may deem fit in its sole discretion.

- ii. All land(s) [other than usage of land(s) earmarked in the layout plan as may be approved from time to time as public roads only for use by general public in Said Complex] falling outside the periphery / boundary of the said Portion of Land are clearly outside the scope of this Agreement and the Intending Allottee(s) shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in such lands falling outside the periphery/boundary of the said Portion of Land. The Company, its Associate companies, its subsidiary companies as the owner of some of these lands, areas, facilities and amenities shall have the sole right and the absolute authority to deal in any manner including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.
- iii. The Intending Allottee(s) hereby agrees that the Developer/Company has not indicated/ promised/represented /given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land underneath the said Building save and except the use of general common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Developer/Company in its sole discretion and such identification by the Developer/Company in its plans now or in future shall be final, conclusive and binding on the Intending Allottee(s), Further the Developer/Company has made clear to the Intending Allottee(s) that it shall be carrying out extensive developmental / construction activities now and formany years in future in the entire area falling outside land underneath the said Building in which his/ her Apartment is located and that the Intending Allottee(s) has confirmed that he/she shall not raise any objection or make any claims or fail to pay installments in time as stipulated in Schedule of Payments in Annexure F on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/construction or its incidental/related activities. It is made clear by the Developer/Company and agreed by the Intending Allottee(s) that all rights including the rights of ownership of land(s), facilities and amenities (other than those within the said Building and the land underneath the said Building only) shall vest solely with the developer/Company, its Associate companies, its subsidiary companies who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and/or any local body (ies) which the Developer/Company may deem fit in its sole discretion. The Developer/Company relying in good faith on this specific undertaking of Intending Allottee(s) in this Agreement has agreed to accept the application and allot the said Apartment and this undertaking shall survive throughout the occupancy of the Apartment by the Intending Allottee(s), his / her legal representatives, successors, administrators, executors, assigns etc.
- iv. It is made clear by the developer/Company and the Intending Allottee(s) agrees that the said Apartment along with car parking spaces will be treated as a single indivisible unit for all purposes including under but not limited to Haryana Apartment Ownership Act, 1983. The Intending Allottee(s) further agrees that the Common areas and facilities within / outside apartment buildings (as listed in Part A of Annexure-C) are for common use of all the occupants of the said Building and that the general common areas and facilities within the said Complex which are outside the land underneath the said Building (excluding reserved parking areas) as listed in Part B of Annexure-Care for common use of occupants of all the buildings to be constructed on the

Signature of Allottee(s)

For Imperia Structures Ltd.

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said Portion of Land. However, it is specifically made clear to the Intending Allottee(s) that his/her right to use such common areas and facilities within the said Building (as listed in Part A of Annexure-C) and general common areas and facilities (as listed in Part B of Annexure-C) falling outside the land underneath the said Building (excluding reserved parking areas for exclusive use) but within the said Complex shall be limited to the areas within the said Complex as may be included in the declaration which may be filed by the Developer/Company at its sole discretion in terms of the Haryana Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s) and the Intending Allottee(s) hereby agrees that such Declaration shall be binding upon the Intending Allottee(s).

- v. The Intending Allottee(s) has assured the Developer/Company to faithfully abide by such declaration. The common areas and facilities within the said Building (as listed in Part A of Annexure-C) and the general common areas and facilities within the said Complex (as listed in Part B of Annexure-C) shall be available for use by the Intending Allottee(s) subject to the timely payment of maintenance charges and the Intending Allottee(s) agrees that in the event of failure to pay maintenance charges on or before due date, he/she shall not have the right to use such common areas and facilities and such general common areas and facilities. It is further clarified by the Developer/Company and agreed to by the Intending Allottee(s) that the Developer/Company may at its sole discretion make THE ESFERA or any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the Intending Allottee(s) shall not raise any objection for such formation. In the event of any such formation, the common areas and facilities and the undivided interest of each apartment owner shall be specified by the Developer/Company in the declaration which may be filed by the Developer/ Company in compliance of the Haryana Apartment Ownership Act, 1983 which shall be conclusive and binding upon the apartment owners and the Intending Allottee(s) agrees and confirms that his / her right, title and interest in the said Apartment / said Building / said Complex as specified in the said declaration shall be acceptable to him / her without any objection / dispute against the Company / Association of Apartment Owners or Association of Condominium, as the case may be.
 - vi. The Intending Allottee(s) shall have no right, title or interest in the ownership of the Club and its ancillary facilities, operation and running of the Club and the Intending Allottee(s) shall not raise any dispute/ objection to any activity(ies) of the Club including but not limited to lighting arrangements, parties, get together, tournaments and other activities of the Club which may be carried out at the sole discretion of the management of Club. It is further made clear that the area earmarked various community facilities, like schools, recreational facilities, other clubs, hospitals and the like shall not be part of the complex where the said apartment / said building is proposed to be located and the Intending Allottee(s) will be required to pay separate deposits/charges for securing admission to the Club and other community facilities, and the Intending Allottee(s) shall not raise any dispute / rejection in this regard at any time during the occupancy of the said apartment. Club membership fee of Rs. 1,00,000/- hereby agreed to be paid by intending allottee covers Husband, Wife and two minor children. For other members additional fee shall be paid as fixed by the Developer/Company/ Management of the club as the case may be.
- 1.9 It is specifically made clear by the Developer/Company and understood by the Intending Allottee(s) that all other areas and facilities (not included in Part-A and Part-B of Annexure-C) including but not limited to those as listed in Part D of Annexure-C or any other facility or amenity as may be provided by the developer/Company at its sole option and discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to shops, facilities, amenities if provided at the Developer/Company's sole option and discretion in the stilt of the said Building, are specifically excluded from the scope of this Agreement and, therefore, shall not form a part of the declaration to be filed in terms of Haryana Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s).
- 1.10 It is made clear by the Developer/Company and agreed by Intending Allottee(s) that the payment of External Development Charges (EDC) shall always be solely to the account of Intending Allottee(s) to be borne and paid by all the Intending Allottee(s) in proportion to the super area of their respective apartments to the total super

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area of all the Apartments in all the buildings in the said Complex. The pro rata share of External Development Charges as levied by the Government of Haryana up to the date of issue of licenses as applicable to the said Apartment has not been taken into account by the Developer/Company while determining the total price payable by the Intending Allottee(s) for the said Apartment. The Intending Allottee(s) undertakes to pay to the Company, on demand, any increase in the External Development Charges levied (over and above the rate on which EDC is charged upto the date of issue of license by the Government of Haryana), by whatever name called or in whatever form and with all such conditions imposed, by the Haryana Government and/or any competent authority(ies); and such increase in External Development Charges shall be borne and paid by the Intending Allottee(s) in proportion to the super area of his/her Apartment to the total super area of all the Apartments in all the buildings in the said Complex as determined by the Developer/Company. If such charges are increased (including with retrospective effect i.e. from the date of booking the said Apartment) after the sale deed has been executed then the Intending Allottee(s) undertakes to pay such charges directly to the Government agency or Department concerned or to the Developer/Company as may be called for immediately on demand. In the event of External Development Charges remaining unpaid the Intending Allottee(s) agrees that the Developer/Company shall have an unfettered right to resume the said Apartment and the Intending Allottee(s) shall have no right title and interest left in the Apartment thereafter. The Intending Allottee(s) further agrees that he / she would not be competent to challenge such action of resumption of the said Apartment by the Developer/Company due to default of non-payment of external development charges on the part of the Intending Allottee(s).

- 1.11 The Intending Allottee(s) agrees that reserved covered parking space allotted to him/her for exclusive use shall be understood to be together with the Apartment and the same shall not have independent legal entity detached from the said Apartment. The Intending Allottee(s) undertakes not to sell / transfer / deal with the reserved covered parking space independent of the said Apartment. The Intending Allottee(s) undertakes to park his / her vehicle in the parking space allotted to him / her and not anywhere else in the said Complex. It is specifically made clear and the Intending Allottee(s) agrees that the service areas in the basement provided anywhere in the said Complex shall be kept reserved for services, use by maintenance staff etc. and shall not be used by the Intending Allottee(s) for parking his / her vehicles. The Intending Allottee(s) agrees that all such reserved car parking spaces allotted to the occupants of the building(s) / said Complex shall not form part of common areas and facilities of the said Apartment/any building constructed on the said Site for the purpose of the declaration to be filed by the Developer/Company under Haryana Apartment Ownership Act, 1983. The Intending Allottee(s) agrees and confirms that the reserved parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement. All clauses of this Agreement pertaining to use, possession, cancellation etc. shall apply mutatis mutandis to the said parking spaces wherever applicable.
- 1.12 The total price of the said Apartment mentioned in the schedule of payments in Para 1.5 & Annexure F of this Agreement is inclusive of the cost of providing electric wiring and switches in each Apartment. Fire fighting equipment in the common areas within the said Building / said Complex will be installed as prescribed in the fire fighting code / regulations under National Building Code, amendment No.3 of January, 1997. Power back-up will be provided from standby generators not exceeding 5 KVA load per Apartment (3 KVA for 2 BR Apartment and 5 KVA for 3 BR Apartment as the case may be, shall be mandatory) and shall be in addition to normal power back up for the common areas and common services within the said Building. Availment of power back-up facility shall be mandatory for all Apartment Allotees and shall be subject to timely payment of maintenance charges. The total price of the said Apartment does not include the cost of electric fittings, fixtures, geysers, electric and water Metre etc. which shall be got installed by the Intending Allottee(s) at his/her own cost. If due to any subsequent legislation / Govt. order, directives, guidelines or change / amendments in Fire Code including the National Building Code or if deemed necessary by the Company or any of its nominees at its sole discretion, additional fire safety measures are undertaken, then the Intending Allottee(s) undertakes to pay within thirty (30) days from the date of written demand by the Developer/Company, the additional expenditure incurred thereon along with other Intending Allottee(s) in proportion to the super area of his/her Apartment to the total super area of all the Apartments in the said

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Building / said Complex as determined by the Developer/Company. The Apartment Allottee is required to become the member of the club located in THE ESFERA Complex and shall pay the membership fees as provided in Para 1.5 as per the schedule of payment.

- 1.13 The Intending Allottee(s) has agreed and understood that the Developer/Company or its agents may at their sole discretion and subject to such Government approvals as may be necessary, enter into the arrangement of generating and / or supplying power to the various complexes within or outside the THE ESFERA including the _____ block in which the Intending Allottee(s) may be owning the said Apartment. In such an eventuality the Intending Allottee(s) fully concurs and confirms that he / she shall have no objection to such arrangement for generating and / or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the said complexes or to the Intending Allottee(s) directly and has noted the possibility of its being to the exclusion of power supply from DHBVN / State Electricity Boards (SEBs) / any other source. The Intending Allottee(s) further agrees that this arrangement could be provided within the various complexes of THE ESFERA by the developer/Company or its agents directly or through the respective Association of Apartment Owners. It is further agreed by the Intending Allottee(s) that the Developer/Company or its agents 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 developer/Company or its agents in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in or around THE ESFERA including within or nearby the said Complex within which the Intending Allottee(s) may be owning the Apartment. It is further agreed and confirmed by the Intending Allottee(s) that the Developer/Company or its agents 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 Developer/Company which may or may not be limited to the rate then charged by the DHBVN (Dakshin Haryana Bijli Vitran Nigam)/State Electricity Boards. The Intending Allottee(s) agrees and confirms that he / she shall pay the tariff to the Developer/Company or its agents directly or through the Association of Intending Allottee(s) respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the developer/Company or its agents. The Intending Allottee(s) also confirms that he / she had understood that such power generating and / or supplying equipment may during its operation cause inconvenience to the Intending Allottee(s) and the Intending Allottee(s) has no objection to the same. The obligation to pay the tariff shall remain with the Intending Allottee(s) to be paid forthwith as per demand. The Intending Allottee(s) further specifically agrees not 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 during the period of Intending Allottee(s)' ownership of the said Apartment. This clause shall survive the Conveyance of the said Apartment or any subsequent sale / resale or conveyancing thereof.

2. PAYMENT FOR TAXES, WEALTH-TAX, CESSSES BY INTENDING ALLOTTEE(S)

That the Intending Allottee(s) agrees to pay directly or if paid by the Developer/Company then reimburse to the Developer/Company on demand, Govt. rates, 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 on the said Complex and/or building(s) constructed on the said Portion of Land or the said Apartment, as the case may be, as assessable/applicable from the date of application of the Intending Allottee(s) and the same shall be borne and paid by the Intending Allottee(s) in proportion to the Super Area of the said Apartment to the super area of all the Apartments in the said Building/said Complex as determined by the Developer/Company. Further the Intending Allottee(s) shall be liable to pay from the date of his/her application house-tax, property-tax, fire fighting tax or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Intending Allottee(s) is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Intending Allottee(s) in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building/said Complex as determined by the Developer/Company. These taxes, fees, cesses etc. shall be paid by the Intending Allottee(s) irrespective of the fact whether the maintenance is carried out by the Developer/Company or its Nominee or any other Body or Association of all or some of the Apartment owners.

Signature of Allottee(s)

For Imperia Structures Ltd.

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3. AMOUNT PAID BY INTENDING ALLOTTEE(S) WITH APPLICATION

That the Intending Allottee(s) has already paid a Sum of Rs. _____
(Rupees _____)

_____ only) being part payment towards the cost of the said Apartment at the time of application and thereafter the receipt of which the Developer/Company doth hereby acknowledge and the Intending Allottee(s) shall and doth hereby agree to pay the remaining price of the Apartment as prescribed in Schedule of Payments provided in Annexure F of this Agreement along with all other charges, securities etc. as may be demanded by the Developer/Company within the time and in the manner specified therein.

4. EARNEST MONEY

The Intending Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him / her for the said Apartment and the reserved parking space allotted to him/her, the Developer/Company shall treat 15% (Fifteen Percent) of the Basic Sale Price as earnest money to ensure fulfillment, by the Intending Allottee(s), of the terms and conditions as contained in the application and this Agreement.

The Intending Allottee(s) hereby authorizes the Developer/Company to forfeit out of the amounts paid / payable by him/her, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Developer/Company to the brokers in case of booking is done through a broker in the event of the failure of the Intending Allottee(s) to perform his / her obligations or fulfill all the terms and conditions set out in the application and / or this Agreement executed by the Intending Allottee(s) including but not limited to the occurrence of any event of default as described in Clause 12 of this Agreement or in the event of failure of the Intending Allottee(s) to sign and return this Agreement in its original form to the Developer/Company within thirty (30) days from the date of its dispatch by the Developer/ Company.

The Intending Allottee(s) agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance deed for the said Apartment and that the Intending Allottee(s) hereby authorizes the Developer/Company to effect such forfeiture without any notice to the Intending Allottee(s) and the Intending Allottee(s) has agreed to this condition to indicate his/her commitment to faithfully abide by all the terms and conditions contained in his/her application and this Agreement.

5. MODE OF PAYMENT

That the Intending Allottee(s) shall make all payments in time in terms of Schedule of Payments as given in Annexure F of this Agreement and as may be demanded by the Developer/Company from time to time and without any reminders from the Developer/Company through A/c Payee Cheque(s) / Demand Draft(s) in favour of M/s IMPERIA STRUCTURES Ltd. payable at New Delhi / Delhi.

6. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Intending Allottee(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Developer/company with such permissions, approvals which would enable the Developer/Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The company accepts no responsibility in this regard. The Intending

Signature of Allottee(s)

For Imperia Structures Ltd.

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Authorised Signatory _____

Allottee(s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Intending Allottee(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Intending Allottee(s) to intimate the same in writing to the Developer/ Company immediately and comply with necessary formalities, if any, under the applicable laws. The Developer/ Company shall not be responsible towards any third party making payment / remittances on behalf of any Intending Allottee(s) and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Developer/Company shall be issuing the payment receipts in favour of the Intending Allottee(s) only.

7. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Intending Allottee(s) authorizes the Developer/Company to adjust/appropriate all payments made by him/ her under any head(s) of dues against outstanding, if any, in his/her name as the Developer/Company may in its sole discretion deem fit and the Intending Allottee(s) undertakes not to object/demand/direct the Developer /Company to adjust his payments in any manner other wise than as decided by the Developer/Company in its sole discretion

8. TIME IS THE ESSENCE

Time is the essence with respect to the Intending Allottee(s) obligations to pay the price of the said Apartment in accordance with the Schedule of Payments as given in Annexure F along with other payments such as applicable stamp duty, registration fee, interest free maintenance security escalation charges and other charges, deposits stipulated under this Agreement to be paid on or before due date or as and when demanded by the Developer/Company as the case may be and also to perform or observe all the other obligations of the Intending Allottee(s) under this Agreement. It is clearly agreed and understood by the Intending Allottee(s) that it shall not be obligatory on the part of the Developer/Company to send demand notices / reminders regarding the payments to be made by the Intending Allottee(s) as per Schedule of Payments (Para 1.5 or Annexure F) or obligations to be performed by Intending Allottee(s). However in case of any default / delay in the payments by the Intending Allottee(s), the Company may, at its sole option and discretion, without prejudice to its rights as set out in Clauses 4 and 12 of this Agreement, waive the breach by the Intending Allottee(s) in not making payments as per the Schedule of Payments given in Annexure F but on the condition that the Intending Allottee(s) shall pay to the Developer/Company interest which shall be charged @ 18% per annum on the delayed payment for the period of delay. It is made clear and so agreed by the Intending Allottee(s) that exercise of discretion by the Developer/Company in the case of one Intending Allottee(s) shall not be construed to be a precedent and/or binding on the Developer/Company to exercise such discretion in the case of other Intending Allottee(s).

9.1 CONSTRUCTION OF THE SAID BUILDING / SAID APARTMENT / SAID COMPLEX

The Intending Allottee(s) has seen and accepted the Schedule of Payment, (as given in Annexure F) tentative typical Apartment plans / tentative typical floor plan / tentative layout plan(s) / tentative specifications which are subject to change at the sole option and discretion of the Developer/Company and the Intending Allottee(s) has accepted and consented to this condition. The construction of the said Building/said Complex and the said Apartment including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in Annexure-D subject to the right of the Developer/Company to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality or subject to any direction from competent authority or due to force majeure conditions or reasons beyond control , of the Developer/Company and the Intending Allottee(s) hereby agrees to this condition. The Intending Allottee(s) has further authorized the Developer/Company to carry out, on his/ her behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, Apartment plans, change in specifications etc. including the number of Apartments / floors as the Developer/Company may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter till the grant of an occupation certificate. The issuance of the occupation certificate for the building/complex shall be the conclusive evidence (issued for the said building or for the said complex as the case may be) that the building/complex and the said Apartment have been fully

Signature of Allottee(s)

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completed in accordance with the plans and specifications as annexed to this Agreement or any modifications thereof and the Intending Allottee(s) agrees that upon issue of occupation certificate he/she shall not make any claim against the Developer/Company in respect of any item of work in the said Apartment which may be alleged not to have been carried out or completed or in respect of any design, specifications building materials used or for any other reason whatsoever.

9.2 MAJOR ALTERATION / MODIFICATION

In case of any major alteration / modification resulting in excess of +/- 10% change in the super area of the said Apartment or material / substantial change, in the sole opinion of and as determined by the Developer/Company, in the specifications of the materials to be used in the said Building/said Apartment any time prior to and upon the grant of occupation certificate, the Developer/Company shall intimate the Intending Allottee(s) in writing the changes thereof and the resultant change, if any, in the price of the said Apartment to be paid by him/her and the Intending Allottee(s) agrees to deliver to the Developer/Company his/her written consent or objections to the changes within thirty (30) days from the date of dispatch by the Developer/Company of such notice failing which the Intending Allottee(s) shall be deemed to have given his/her full and unconditional consent to all such alterations/ modifications and for payments, if any to be paid in consequence thereof. If the written notice of Intending Allottee(s) is received by the Developer/Company within thirty (30) days of intimation in writing by the Developer/ Company indicating his/her non-consent/objections to such alterations/modifications as intimated by the Developer/Company to the Intending Allottee(s) then in such case alone the Developer/Company may at its sole option and discretion decide to cancel this Agreement without further notice and in such event the Developer/ Company shall refund the entire money received from the Intending Allottee(s) with interest @ 9 % per annum within ninety (90) days from the date of intimation received by the Developer/Company from the Intending Allottee(s) and upon dispatch of such refund by registered post, the Developer/Company shall be released and discharged from all its obligations and liabilities under this Agreement and the Intending Allottee(s) agrees and authorizes the Developer/Company to resell or deal with the said Apartment and the parking space thereafter in any manner whatsoever at the Developer/Company's sole discretion.

10.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT

The Developer/Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Apartment within a period of three and half years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses 11.1, 11.2, 11.3 and Clause 41 or due to failure of Intending Allottee(s) to pay in time the price of the said Apartment along with other charges and dues in accordance with the schedule of payments given in Annexure F or as per the demands raised by the Developer/Company from time to time or any failure on the part of the Intending Allottee(s) to abide by all or any of the terms or conditions of this Agreement.

10.2 PROCEDURE FOR TAKING POSSESSION

The Developer/Company, upon obtaining certificate for occupation & use from the competent authority (ies) shall offer in writing to the Intending Allottee(s) to take over, occupy and use the said Apartment in terms of this Agreement within thirty (30) days from the date of issue of such notice and the Developer/Company shall hand over the said Apartment to the Intending Allottee(s) for his/her occupation and use subject to the Intending Allottee(s) having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Developer/Company in this regard.

10.3 FAILURE OF INTENDING ALLOTTEE(S) TO TAKE POSSESSION

Upon receiving a written intimation from the Developer/Company in terms of Clause 10.2 above, the Intending Allottee(s) shall within the time stipulated by the Developer/Company in the notice, take over the said Apartment from the Developer/Company by executing necessary indemnities, Undertakings, Tripartite Maintenance Agreement and such other documentation as the Developer/Company may prescribe and the Developer/Company shall after satisfactory execution of such documents and payment by Intending Allottee(s)

Signature of Allottee(s)

For Imperia Structures Ltd.

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of all the dues under this Agreement permit the Intending Allottee(s) to occupy and use the said Apartment. If the Intending Allottee(s) fails to take over the Apartment as aforesaid within the time limit prescribed by the Developer/Company in its notice, then the said Apartment shall lie at the risk and cost of the Intending Allottee(s) and the Developer/Company shall have no liability or concern thereof. Further it is agreed by the Intending Allottee(s) that in the event of his/ her failure to take over the said Apartment in the manner as aforesaid, then the company shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause 12 of this Agreement or the Developer/ Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Intending Allottee(s) in taking over the said Apartment in the manner as stated in this clause on the condition that the Intending Allottee(s) shall pay to the Developer/Company compensation @ Rs. 5/- (Rupees five only) per sq. ft. equal to Rs. 53.8 Per Sq. Meter of the super area of the said Apartment per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the entire compensation with applicable over due interest, if any, at the rates as prescribed in this agreement are fully paid. It is made clear and the Intending Allottee(s) agrees that the compensation as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Further the Intending Allottee(s) agrees that in the event of his/her failure to take over the said Apartment within the time stipulated by the Developer/Company in its notice, he/she shall have no right or claim in respect of any item of work in the said Apartment which he/she 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 that he/she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Apartment/said Building/said Complex.

11.1 DELAY DUE TO REASONS BEYOND THE CONTROL OF THE DEVELOPER/COMPANY

If, however, the completion of the said Building/said Complex is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Developer/Company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in grant of completion/occupation certificate by any Competent Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment/ said Building/said plot for any amenities, facilities intended to be created therein 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 other reasons beyond the control of the Developer/Company then the Intending Allottee(s) agrees that the Developer/Company shall be entitled to the extension of time for delivery of possession of the said Apartment. The Developer/Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Developer/Company so warrant, the Developer/Company may suspend the scheme for such period as it may consider expedient and the Intending Allottee(s) agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause 11.4 of this Agreement during the period of suspension of the Scheme. The Intending Allottee(s) confirms that he/she has authorized the Developer/Company to treat this Apartment Buyer's Agreement executed by him/her as cancelled in consequence of the Developer/Company abandoning the project. The Intending Allottee(s) confirms that he/she has given irrevocable authority to the Developer/ Company that upon such cancellation / abandonment and subject to Intending Allottee(s) not being in default under this Agreement to refund by registered post, all amounts received from him/her and upon dispatch of such refund by registered post, the Intending Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Developer/Company and that the Developer/ Company shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2 FAILURE TO DELIVER POSSESSION DUE TO GOVERNMENT RULES, ORDERS, NOTIFICATIONS ETC.

That if as a result of any law that may be passed by any legislature or Rule, Regulation or Order or Notification that may be made and/or issued by the Government or any other Authority including a Municipal Authority,

Signature of Allottee(s)

For Imperia Structures Ltd.

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the Developer/Company is unable to complete the construction of the said Apartment / said Building /said Complex, then the Developer/Company may, if so advised, though not bound to do so, at its sole discretion, challenge the validity, applicability and / or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and / or Authority. In such a situation, the money(ies) paid by the Intending Allottee(s) in pursuance of this Agreement, shall continue to remain with the Developer/Company and the Intending Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s) / Tribunal(s) / Authority(ies). However, the Intending Allottee(s) may, if he/she so desires, become a party along with the Developer/ Company in such litigation to protect Intending Allottee(s)' rights arising under this Agreement. In the event of the Developer/Company succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Intending Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Developer/Company to the impugned Legislation / Order / Rule / Regulation / Notification not succeeding and the said legislation / order / rule / regulation becoming final, absolute and binding, the Developer/Company will, subject to provisions of law/court order, refund to the Intending Allottee(s), the amounts attributable to the said Apartment (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature which excludes earnest money) that have been received from the Intending Allottee(s) by the Developer/Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Developer/Company and the Intending Allottee(s) agrees to accept the Developer/Company 's decision, in this regard to be final and binding. Save as otherwise provided herein, the Intending Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer/Company under or in relation to this Agreement.

11.3 FAILURE TO DELIVER POSSESSION BY THE DEVELOPER/ COMPANY: REMEDY TO INTENDING ALLOTTEE(S)

If for any reasons other than those given in Clauses 11.1, 11.2 supra and Clause 41, the Developer/ Company shall be unable to or fails to deliver possession of the said Apartment to the Intending Allottee(s) within three years from the date of execution of this Agreement or within any extended period or periods as envisaged under this Agreement, then in such case, the Intending Allottee(s) shall be entitled to give notice to the Developer/Company, within ninety (90) days from the expiry of said period of three years or such extended periods, as the case may be, for terminating this Agreement. In that event the Developer/ Company shall be at liberty to sell and/or dispose of the said Apartment and the allotted parking space to any other party at such price and upon such terms and conditions as the Developer/Company may deem fit without accounting for the sale proceeds thereof to the Intending Allottee(s). Thereafter the Developer/Company shall within ninety (90) days from the date of full realization of the sale price after sale of said Apartment and the parking space refund to the Intending Allottee(s), without any interest, the balance of the amounts paid by him/her in respect of the said Apartment and the parking space without deduction of earnest money but after deduction of any interest paid, due or payable and any other amount of a non-refundable nature including brokerage paid by the Developer/Company to the broker in case the booking is done through a broker. The Intending Allottee(s) agrees that he/she shall have no other claim against the Developer/Company in respect of the said Apartment and parking space under this Agreement. If the Intending Allottee(s) fails to exercise his/her right of termination within the time Limit as afore stated, by delivery to the Developer/Company of a written notice acknowledged by the Developer/Company in this regard then he/she shall not be entitled to terminate this Agreement thereafter and he/she shall continue to be bound by the provisions of this Agreement.

11.4 FAILURE TO DELIVER POSSESSION: REMEDY TO THE COMPANY

The Intending Allottee(s) agrees that in consequence of the Developer/Company abandoning the Scheme or becoming unable to give possession within three years from the date of execution of this Agreement or such extended periods as permitted under this Agreement, the Developer/Company shall be entitled to terminate this Agreement whereupon the Developer/Company 's liability shall be limited to the refund of the amounts paid by the Intending Allottee(s) with simple interest @ 9 % per annum for the period such amounts were lying with the Developer/Company and to pay no other compensation whatsoever. However, the

Signature of Allottee(s)

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Developer/Company may, at its sole option and discretion, decide not to terminate this Agreement in which event the Developer/Company agrees to pay only to the original Intending Allottee(s) and not to anyone else and only in cases other than those provided in Clauses 11.1, 11.2, 11.3 and Clause 41 and subject to the Intending Allottee(s) not being in default under any term of this Agreement, compensation @ Rs. 5/- per sq. ft. equal to Rs. 53.8/- Per Sq. Meter of the super area of the said Apartment per month for the period of such delay beyond three & half years or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done only at the time of settling the final accounts for handing over/ conveyancing the said Apartment to the Intending Allottee(s) first named in this Agreement and not earlier.

12. EVENTS OF DEFAULTS AND CONSEQUENCES

It is specifically made clear to the Intending Allottee(s) that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Intending Allottee(s), some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i. Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure F and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the Developer/Company or other agency appointed by the Developer/Company, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer/Company to the Intending Allottee(s) under the terms of this Agreement, and all other defaults of similar nature
- ii. Failure to perform and observe any or all of the Intending Allottee(s)' obligations including those, contained in [12(i)] above as set forth in this Agreement or if the Intending Allottee(s) fails to execute any other deed / document / Undertakings / indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Developer/Company in relation to the said Apartment.
- iii. Failure to take over the said Apartment by the Intending Allottee(s) for occupation and use within the time stipulated by the Developer/Company in its notice.
- iv. Failure to execute the conveyance deed within the time stipulated by the Developer/Company in its notice.
- v. Failure to execute Tripartite Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Developer/Company, its nominee, other Body or Association of Apartment Owners/Association of Condominium, as the case may be.
- vi. Failure, pursuant to a request by the Developer/Company, in terms of Clause 28 & 29 of this Agreement, to become a member of the Association of Apartment Owners of the said Building / said Complex or to pay subscription charges etc. as may be required by the Developer/Company or Association of Apartment Owners, as the case may be.
- vii. Assignment of this Agreement or any interest of the Intending Allottee(s) in this Agreement without prior written consent of the Developer/Company.
- viii. Dishonor of any Cheque(s) given by Intending Allottee(s) for any reason whatsoever.
- ix. Sale / transfer / disposal of / dealing with, in any manner, the reserved parking space independent of the said Apartment.
- x. Any other acts, deeds or things which the Intending Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit / agreement / indemnity etc. or as demanded by the Developer/ Company which in the opinion of the Developer/Company amounts to an event of default and the Intending Allottee(s) agrees and confirms that the decision of the Developer/Company in this regard shall be final and binding on the Intending Allottee(s).

Upon the occurrence of anyone or more of event(s) of default under this Agreement including but not limited to those specified above, the Developer/Company may, at its sole discretion decide, by notice to the Intending Allottee(s), to cancel this Agreement. If the Developer/Company elects to cancel this Agreement, the Intending

Signature of Allottee(s)

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Allottee(s) shall have thirty (30) days from the date of issue of notice of cancellation by the Developer/Company to rectify the default as specified in that notice. The Intending Allottee(s) agrees that if the default is not rectified within such thirty (30) days, this Agreement shall be liable to be cancelled without any further notice and the Developer/Company shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature e.g. brokerage paid to the broker, if applicable, etc. The Intending Allottee(s) agrees that upon such cancellation of this Agreement, the Developer/Company will be released and discharged of all liabilities and obligations under this Agreement and the Intending Allottee(s) hereby authorizes the Developer/Company that the said Apartment and the car parking space may be sold to any other party by the Developer/Company or dealt in any other manner as the Developer/Company may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Intending Allottee(s) for any of the proceeds of such sale. In the event of the Developer/Company electing to cancel this Agreement, any amount which is found to be refundable to the Intending Allottee(s) over and above the amounts retained as and for liquidated damages such as the earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, brokerage, if any, paid, etc. shall be refunded by the Developer/Company only after realizing such refundable amount on further sale/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Developer/Company by registered post, the Intending Allottee(s) shall be left with no right, title, interest, claim or lien over the said Apartment and the car parking space in any manner whatsoever.

13. CONVEYANCE OF THE SAID APARTMENT

The Developer/Company, its Associates Companies, its Subsidiary Companies as stated earlier shall prepare and execute along with the Intending Allottee(s) a conveyance deed to convey the title of the said Apartment in favour of Intending Allottee(s) but only after receiving full payment of the total price of the Apartment and the parking space allotted to him/her and payment of all securities including payment of interest free maintenance security payable to the Developer/Company or the Maintenance Agency, as the case may be, deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Developer/Company from time to time prior to the execution of the Conveyance Deed. In case the Intending Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Developer/Company shall be free to appropriate the part of sale price paid by the Intending Allottee(s) towards the said charges and expenses and the Intending Allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in the Schedule of Payments (Annexure F and Para 1.5) hereof . If the Intending Allottee(s) is in default of any of the payments as set forth in this Agreement then the Intending Allottee(s) authorizes the Developer/Company to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Developer/Company is made by the Intending Allottee(s). The Intending Allottee(s) undertakes to execute Conveyance Deed within the time stipulated by the Developer/Company in its written notice failing which the Intending Allottee(s) authorizes the Developer/Company to cancel the allotment and terminate this Agreement in terms of Clause 12 of this Agreement and to forfeit out of the amounts paid by him/ her the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed in Clause 12 Supra. The Intending Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies).

14.1 MAINTENANCE OF THE SAID BUILDING/ SAID COMPLEX / SAID APARTMENT

In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures the Developer/Company shall, upon the completion of the said Building / said Complex, hand over

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the maintenance of the said Building / said Complex to any association / body / condominium of apartment owners or to any other nominee/agency/ Association of apartment owners or body (hereinafter referred to as "maintenance agency") as the Developer/Company in its sole discretion may deem fit. The Intending Allottee(s) if so directed by the Developer/Company at its sole discretion hereby agrees to execute Tripartite Maintenance Agreement with the Maintenance Agency as may be appointed / nominated by the Developer/Company from time to time for the maintenance and upkeep of the said portion of land / the said Building / the said Complex. The Intending Allottee(s) 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 Developer/Company reserves the right to change, modify, amend, impose additional conditions in the Tripartite Maintenance Agreement at the time of its final execution. The maintenance charges shall become applicable / payable from the date the Maintenance Agency commences the maintenance of the said Complex/said Building after the Developer/Company has received the Occupation Certificate / the date of allotment, whichever is later.

It is further clarified that the Developer/Company may at its sole discretion hand over the maintenance of the said Building / said Complex to any body / association of apartment owners of the said Complex / said Building including but not limited to any body / association of condominium or the said complex, as the case may be at any time before / after the construction of the said Building / said Complex is complete either for each building or for the entire complex and the Intending Allottee(s) specifically confirms his consent to this proposal.

14.2 INTEREST FREE MAINTENANCE SECURITY

In order to secure adequate provision of the maintenance services and due performance of the Intending Allottee(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Intending Allottee(s) agrees to deposit payment given in Para 1.5 and to always keep deposited with the Developer/ Company/ maintenance agency an interest free maintenance security calculated at the rate as mentioned in para 1.5. In case of failure of the Intending Allottee(s) to pay the maintenance bills, other charges on or before the due date, the Intending Allottee(s) in addition to permitting the Developer/ Company to deny him/her the right to avail the maintenance services also authorizes the Developer/Company to adjust in the first instance the principal amount of the interest free maintenance security against such defaults. If due to such adjustment in the principal amount, the interest free maintenance security falls below the agreed sum as mentioned in para 1.5 as per the super area of the said Apartment, then the Intending Allottee(s) hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Developer/Company. The Developer/Company reserves the right to increase the interest free maintenance security from time to time in keeping with the increase in the, cost of maintenance services and the Intending Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Developer/Company. If the Intending Allottee(s) fails to pay such increase in the Interest free maintenance security (IFMS) or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee(s) authorizes the Developer/Company to treat this Agreement as cancelled without any notice to the Intending Allottee(s) and to recover the shortfall from the sale proceeds of the said Apartment and the parking space and to refund to the Intending Allottee(s) the balance of the money realized from such sale after deducting there from the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in this Agreement. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to interest free maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Intending Allottee(s) and the Developer/ Company shall have first charge/lien on the said Apartment in respect of any such non payment of shortfall/increases as the case may be.

The Developer/Company shall at its sole discretion have the right to refund/ offer to refund at their sole option in full and final settlement of the IFMS, if already paid by the Intending Allottee to the Developer/ Company, after adjusting there from any outstanding maintenance bills and / or other outgoings of the Intending Allottee(s) at any time including upon execution of the conveyance deed and thereupon the Developer/Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IFMS, including but not limited to issues of repayment, refund and / or claims, if any, of the Intending Allottee(s) on account of the same. In the alternative, the Developer/Company shall have the sole right to transfer the IFMS of the Intending

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Allottee(s), after adjusting there from any outstanding maintenance bills and / or other outgoings of the Intending Allottee(s) at any time including upon execution of the conveyance deed and thereupon the Developer/Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and / or claims, if any, of the Intending Allottee(s) on account of the same and all clauses dealing / concerning the IFMS of this Agreement and the Conveyance Deed as far as they are applicable to the Developer/Company shall cease to be valid and effective. It is hereby specifically agreed to by the Intending Allottee(s) that such transfer of IFMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983 by the Developer/ Company for the said Complex. That the Maintenance Agency / Association of Apartment Owners, upon transfer of the IFMS or in case fresh IFMS is sought from the Intending Allottee(s) as stipulated herein above, reserves the sole right to modify / revise all or any of the terms of the IFMS, Tripartite Maintenance Agreement, including but not limited to the amount / rate of IFMS, etc.

14.3 PAYMENT OF DEPOSITS & CHARGES FOR BULK SUPPLY OF ELECTRICAL ENERGY

If the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from DHBVNL, Haryana Vidyut Prasaran Nigam Ltd. or from any other body/Commission/Regulatory /Licensing Authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the said Project, then the Intending Allottees (s) undertakes to pay on demand to the Developer, proportionate share as determined by the Developer of all deposits and charges paid/payable by the Developer or the Maintenance Agency to DHBVNL/Haryana Vidyut Prasaran Nigam Ltd./any other Body/Commission/Regulatory/Licensing Authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the total price payable by the Buyer(s) for the said Apartment and the conveyance of the said Apartment shall be withheld by the Developer till full payment thereof is received by the Developer from the Buyer(s). Further the Buyer(s) agrees that the Developer shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Apartment till full payment of such deposits and charges is received by the Developer or the Maintenance Agency. Further, in case of bulk supply of electrical energy, the Buyer(s) agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Intending Allottees (s)'s rights to apply for individual / direct electrical supply connection directly from DHBVNL/ Haryana Vidyut Prasaran Nigam Ltd. or any other body responsible for supply of electrical energy. An undertaking in this regard executed by the buyer is attached as Annexure E to this agreement. The buyer(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy on pro-rata basis as may be demanded by the Developer from time to time.

14.4 FIXATION OF TOTAL MAINTENANCE CHARGES

The total maintenance charges as more elaborately described in the Tripartite Maintenance Agreement will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. Maintenance charges would be levied from the date of issue of occupation certificate for the THE ESFERA / date of allotment, whichever is later, and the Intending Allottee(s) undertakes to pay the same promptly. The estimates of the maintenance agency shall be final and binding on the Intending Allottee(s). The maintenance charges shall be recovered on such estimated basis on monthly / quarterly intervals as may be decided by the maintenance agency and adjusted against the actual audited expenses as determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Intending Allottee(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the maintenance agency.

14.5 PAYMENT FOR REPLACEMENT, UPGRADATION, ADDITIONS OF LIFTS, DG SETS, ELECTRIC SUB-STATIONS, AIR-CONDITIONING PLANTS, PUMPS, FIRE FIGHTING EQUIPMENT AND OTHER CAPITAL PLANTS/EQUIPMENTS

That as and when any Plant & Machinery within the said Complex / said Building / within THE ESFERA, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, air-conditioning plants and equipment, pumps, fire fighting equipment, any other plant / equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Intending Allottee(s) in the said Building / said Complex / THE ESFERA, as the case may be on pro-rata basis (i.e. in proportion to

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the super area of the said Apartment to the total super area of all the Apartments in the said Building / said Complex, as the case may be). The Developer/Company or 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. Intending Allottee(s) agrees to abide by the same.

14.6 RIGHT OF INTENDING ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Intending Allottee(s) hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of common areas and facilities within the said Building / said Complex as listed in Part A and Part B of Annexure-C and right to exclusive use of covered parking spaces as listed in Part C of Annexure-C shall be subject to timely payment of total Maintenance Charges as billed by the maintenance agency and performance by the Intending Allottee(s) of all his / her obligations under this Agreement and the Tripartite Maintenance Agreement. If the maintenance charges are not paid by the Intending Allottee(s) regularly and on or before its due date, then the Intending Allottee(s) agrees that he/she shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Intending Allottee(s) shall be entitled to use such common areas and facilities as listed in Part- A and Part-B of Annexure-C and the exclusive use of parking spaces as listed in Part C of Annexure-C.

14.7 RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS

In addition to the Developer/Company's and the maintenance agency's rights of unrestricted usage of all common areas and facilities as listed in Part-A and Part-B of Annexure-C, and parking spaces as listed in Part C of Annexure-C for providing necessary maintenance services, the Intending Allottee(s) agrees to permit the Developer/ Company or the maintenance agency to enter into the said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Apartment above or below the said Apartment. Any refusal of the Intending Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Developer/Company shall be entitled to take such actions as it may deem fit.

14.8 INSURANCE OF THE SAID BUILDING

The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer/Company or the maintenance agency on behalf of the Intending Allottee(s) and the cost thereof shall be payable by Intending Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Apartment shall be insured by the Intending Allottee(s) at his/ her own cost. The cost of insuring the Building structure shall be recovered from the Intending Allottee(s) as a part of total maintenance charges and the Intending Allottee(s) hereby agrees to pay the same. The Intending Allottee(s) shall not do or permit to be done any act or thing which may render void or avoidable insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Intending Allottee(s) shall be solely responsible and liable.

15. USE OF BASEMENT AND SERVICE AREAS

The basement(s) and service areas, if any, as may be located within the said Building / said Complex / THE ESFERA, as the case may be, shall be earmarked by the Developer/Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, air-conditioning plants and equipment, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipments etc. and other permitted uses as per Zoning Plans / Building Plans. The Intending Allottee(s) 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 Developer/ Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this agreement by the Intending Allottee(s).

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16. USE OF THE SAID APARTMENT

The Intending Allottee(s) shall not use the said Apartment for any purpose other than for residential use or use in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Building/said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over, below, adjacent to the said Apartment or anywhere in the said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Intending Allottee(s) hereby agrees/indemnifies the Developer/Company against any penal action, damages or loss due to misuse for which the Intending Allottee(s) / occupant shall be solely responsible. If the Intending Allottee(s) uses or permits the use of the said Apartment for any purpose other than residential, then the Developer/Company shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment and the Intending Allottee(s) has agreed to this condition.

17. USE OF TERRACES

The Developer/Company reserves the right to give on lease or hire any part of the top roof/terraces above the top floor, unless otherwise reserved specifically, of any of the buildings in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement purposes and the Intending Allottee(s) agrees that he/she shall not object to the same and make any claims on this account.

18. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT

That the Intending Allottee(s) shall, after the expiry of period as stipulated in Clause 10.2 be solely responsible to maintain the said Apartment at his/her own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Apartment is located, is not in any way damaged or jeopardized. The Intending Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Building or common areas. Air conditioners/ coolers etc. shall be installed by the Intending Allottee(s) at places earmarked or approved by the Developer/Company and nowhere else. The Intending Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Intending Allottee(s) shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the said Building. The Intending Allottee(s) shall also not remove any wall, including load bearing wall of the said Apartment. The walls shall always remain common between the said Apartment and the apartments of other Allottees of adjacent apartments. The Intending Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Company. The non -observance of the provisions of this clause shall entitle the Developer/Company or the maintenance agency, to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Intending Allottee(s). The Intending Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY INTENDING ALLOTTEE(S)

The Intending Allottee(s) is entering into this Agreement for the allotment of a residential Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to Said Complex in general and this residential/ commercial project in particular. That the Intending Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment all the requirements, requisitions, demands and repairs which are required by any Development

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Authority / Municipal Authority / Government or any other Competent Authority in respect of the said Apartment / Building at his/her own cost and keep the Developer/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.

20. ALTERATIONS OF UNSOLD UNITS

The Developer/Company shall have right, without any approval of any Intending Allottee(s) in the said Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the said Building and the Intending Allottee(s) agrees not to raise objections or make any claims on this account.

21. EWS FLATS/DWELLING UNITS, SCHOOL(S), SHOPS, COMMERCIAL PREMISES/BUILDING, ETC.

The Allottee(s) agrees and understands that some portions of the Said Land are earmarked for the provision of construction of apartments for economically weaker sections (EWS) of the society, schools, shops, club, community centre, commercial premises/buildings etc., as approved by the Governmental Authority. The Allottee(s) agrees and consents that the Allottee(s) has no objection to such earmarked portions of such land for apartments for economically weaker sections (EWS) of the society, schools, shops, club/community centre, commercial premises/buildings etc. as well as to their construction which shall be carried on by the Company. The Allottee(s) agrees and confirms that the Allottee(s) shall not have any right, title or interest in any form or manner in the land earmarked for EWS apartments, school(s), shops, commercial premises, club / community centre, the buildings constructed thereon and facilities provided therein. Further, the Allottee(s) hereby agrees not to have any claim or right to any commercial premises / buildings or interfere in the matter of booking, allotment and sale of apartments for EWS, school(s), shops, commercial premises/buildings, club/community centre or in the operation and management of shops, club / community centre, school(s), commercial premises/buildings etc.

22.1 Right of the Company to additional FAR

The Allottee(s) agrees and understands that if the FAR is increased beyond the current applicable FAR of 1.75 by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). 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 Said Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex

22.2 RIGHT OF THE COMPANY TO MAKE ADDITIONAL CONSTRUCTIONS

The Intending Allottee(s) agrees and authorizes the Developer/Company to make additions to or put up additional structures in/upon the said Building or Additional Apartment Building(s) and/or structures anywhere in the said Complex/Said Portion of Land as may be permitted by the competent authorities and such additional Apartment Building(s)/structures shall be the sole property of the Developer/Company which the Developer/Company will be entitled to dispose off in any way it chooses without any interference on the part of the Intending Allottee(s). The Intending Allottee(s) agrees that the Developer/Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources. The Intending Allottee(s) further agrees and undertakes that he/she shall (after taking possession of the said Apartment or at any time thereafter, not object to the Developer/Company constructing or continuing with the construction of the other building(s) / blocks outside / adjacent to the said Building or inside the said Complex / said Portion of Land or claim any

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compensation or withhold the payment of maintenance and other charges, as and when demanded by the Developer/Company, on the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this condition shall entitle the Developer/Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

23. COMPANY'S RIGHT TO RAISE FINANCE

The Intending Allottee(s) hereby authorizes and permits the Developer/Company 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 said Apartment / said Building / said Complex / said Portion of Land subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of conveyance deed. The Company/Financial institution/Bank shall always have the first lien / charge on the said Apartment for all their dues and other sums payable by the Intending Allottee(s) or in respect of any loan granted to the Developer/Company for the purpose of the construction of the said Building/said Complex.

24. THIS AGREEMENT SUBORDINATE TO MORTGAGE BY THE COMPANY

The Intending Allottee(s) agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Agreement or any money deposited hereunder by the Intending Allottee(s). In furtherance and not in limitation of the provisions of the preceding sentence the Intending Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by the Developer/Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgages or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Intending Allottee(s) from completing the payment of the price of the said Apartment or performing all the Intending Allottee(s)' other obligations hereunder or be the basis of any claim against or liability of the Developer/Company provided that at the time of the execution of the conveyance deed the said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Intending Allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions / Banks the conveyance of the Apartment in favour of the Intending Allottee(s), shall be executed only on the Developer/ Company receiving no objection certificate from such Financial Institution / Banks.

25. COMPANY'S CHARGE ON THE SAID APARTMENT

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

26. LOAN FACILITY IF AVAILED BY INTENDING ALLOTTEE(S)

In case the Intending Allottee(s) wants to avail any loan facility from his employer, finance institution, bank to facilitate the purchase of the said apartment, the Developer/ Company shall cooperate with the Intending Allottee(s) during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Intending Allottee(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Developer/Company's payment plan will rest exclusively on the Intending Allottee(s).

27. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY:

The Intending Allottee(s) may obtain finance from any financial institution / bank or any other source but the Intending Allottee(s)' obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Intending Allottee(s)' ability or competency to obtain such financing and the Intending Allottee(s) will remain bound under this Agreement whether or not he/she has been able to obtain financing for the purchase of the said Apartment.

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28. HARYANA APARTMENT OWNERSHIP ACT, 1983

The Intending Allottee(s) has confirmed and assured the Developer/Company prior to entering into this Agreement that he/she has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Agreement and the Intending Allottee(s) has further confirmed that he/she is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter.

If the said Apartment and the building in which it is located be subject to Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof, the Common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Developer/Company in the declaration which may be filed by the Developer/Company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the apartment owners and the Intending Allottee(s) agrees and confirms that his / her right, title and interest in the said Apartment / said Building/said Complex shall be limited to and governed by what is specified by the Developer/Company in the said declaration which shall be in strict consonance with this Agreement and in no manner shall confer any right, title, interest in any lands, facilities, amenities and buildings outside the land beneath the said Building in which the said Apartment is located. It is made clear that the Developer/Company shall be the sole owner of the said lands, facilities, amenities and buildings outside the land beneath the said building in which the said Apartment is located and the Developer/ Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to anyone and in any manner at its sole discretion and the Intending Allottee(s) shall have no claim whatsoever of any sort therein. The Intending Allottee(s) undertakes to join any society / association of the apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer/Company in its sole discretion for this purpose.

29. ASSOCIATION OF APARTMENT OWNERS

The Intending Allottee(s) agrees and undertakes that he/she shall join any Association/Society of Apartment Owners as may be formed by the Developer/Company on behalf of apartment owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer/Company for this purpose. The Intending Allottee(s) agrees to execute an application form for enrolling the Intending Allottee(s) as a member of such Association and a draft of that application is attached as annexure H.

30. BINDING EFFECT

Forwarding this Agreement to the Intending Allottee(s) by the Developer/Company does not create a binding obligation on the part of the Developer/Company or the Intending Allottee(s) until firstly, the Intending Allottee(s) signs and delivers this Agreement with all the Annexures along with the payments due as stipulated in the Schedule of Payments in Annexure F within thirty (30) days from the date of dispatch by the Developer/Company and secondly a copy of this Agreement executed by the Developer/Company through its authorized signatory is delivered to the Intending Allottee(s) within thirty (30) days from the date of receipt of this Agreement by the Developer/Company from the Intending Allottee(s). If the Intending Allottee(s) fails to execute and deliver to the Developer/Company this Agreement within thirty (30) days from the date of its dispatch by the Developer/ Company, then the application of the Intending Allottee(s) shall be treated as cancelled and the earnest money paid by the Intending Allottee(s) shall stand forfeited. If the counter part of this Agreement is not executed by the Developer/Company and dispatched to the Intending Allottee(s) within thirty (30) days from the date of its receipt from the Intending Allottee(s), then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Intending Allottee(s) in connection therewith shall be returned to the Intending Allottee(s) without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities against the other.

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

31. AGREEMENT NOT ASSIGNABLE

This Agreement or any interest of Intending Allottee(s) in this Agreement shall not be assigned by the Intending Allottee(s) without prior written consent of the Developer/Company which consent may be given or denied by the Developer/Company in its sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force and further shall be subject to the terms, conditions and charges as the Developer/Company may impose. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer/Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Intending Allottee(s) in violation of this Agreement shall be a default on the part of Intending Allottee(s) entitling the Developer/ Company to cancel this Agreement and to avail of remedies as set forth in clause 12 of this Agreement. It is specifically made clear to the Intending Allottee(s) that as understood by the Developer/ Company at present there may be no executive instructions of the competent authority to restrict any nomination / transfer / assignment of the said Apartment till full payment is made upon which Conveyance Deed must be executed. However, in the event of any imposition of such executive instructions, at any time to restrict nomination / transfer / assignment of the said apartment by any authority, the Developer/Company will have to comply with the same and the Intending Allottee(s) has specifically agreed to this condition.

32. TRANSFER OF OWNERSHIP BY THE INTENDING ALLOTTEE(S)

The Intending Allottee(s) shall not be entitled to transfer the said Apartment and/or get the name of his/her nominee(s) substituted in his/her place without prior approval of the Developer/Company and the Developer/ Company, in its sole discretion, allow or refuse the same on such terms and conditions as it may deem fit and proper.

33. ENTIRE AGREEMENT

This Agreement along with its Annexures and the terms and conditions contained in the application 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. The terms and conditions of the application shall continue to prevail and be binding on the Intending Allottee(s) save and except in cases where the terms and conditions of the application are at variance with the terms and conditions of this Agreement in which cases the terms and conditions of this Agreement shall prevail and shall supersede those terms and conditions contained in the application. 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 signed by and between the parties.

34. A. RIGHT TO AMEND TERMS AND CONDITIONS

The Allottee(s) 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 law and such amendment shall be binding on the Allottee(s).

B. RIGHT TO AMEND ANNEXURES

The Intending Allottee(s) hereby confirms that he/she consents to the terms and conditions contained in Tripartite Maintenance Agreement which shall be executed at the appropriate time as notified by the Developer/Company. The Intending Allottee(s) further agrees that the Developer/Company shall have the right to impose additional terms and conditions or to modify/amend/change the terms and conditions as stated in this Agreement regarding maintenance in the final document to be executed at the appropriate time.

The Developer/Company further reserves the right to correct, modify, amend or change all the Annexures attached to this Agreement and also Annexures which are indicated to be tentative at any time prior to conveyancing of the said Apartment, as deemed necessary by the Developer/Company at its sole discretion.

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

35. AGREEMENT SPECIFIC ONLY TO THIS APARTMENT/ PROJECT

It is clearly understood and agreed by the Intending Allottee(s) that the provisions of this Agreement, Tripartite Maintenance Agreement, and those contained in other Annexures are specific and applicable to Apartments offered for sale in the THE ESFERA only (the said building/Complex) 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), MRTTP Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Apartment(s) / Building(s) / Project(s) of the company / its associates / subsidiaries, partnership firms in which the Developer/Company is partner or interested.

36. PROVISIONS OF THIS AGREEMENT APPLICABLE ON OCCUPIERS / SUBSEQUENT PURCHASERS

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 Apartment/said Building/said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, Licensees and / or subsequent purchasers/ assignees of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.

37. WAIVER NOT A LIMITATION TO ENFORCE

Failure on the part of the Developer/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.

38. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law 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 law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

39. 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.

40. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Intending Allottee(s) has to make any payment in common with the other Intending Allottee(s) in the same building, the same shall be the proportion which the super area of the said Apartment bears to the total super area of all the apartments in the said Building.

Wherever in this Agreement it is stipulated that the Intending Allottee(s) has to make any payment in common with the Intending Allottee(s)' of all the buildings to be constructed on the said Portion of Land the same shall be in proportion which the super area of the said Apartment bears to the total super area of all the apartments in all the buildings to be constructed on the said Portion of Land.

41. FORCE MAJURE

The Developer/Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer/Company.

42. RIGHT TO JOIN AS AFFECTED PARTY

The Intending Allottee(s) agrees that the Developer/Company shall have right to join as an affected party in any suit / complaint filed before any appropriate court by the Apartment Allottee if the Developer/ Company's

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

rights under this Agreement are likely to be affected / prejudiced in any manner by the decision of the court on such suit /complaint. The Intending Allottee(s) agrees to keep the Developer/Company fully informed at all times in this regard.

43. INDEMNIFICATION

The Intending Allottee(s) hereby covenants with the Developer/Company to pay from time to time and at all times the, amounts which the Intending Allottee(s) 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 Developer/Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Developer/ Company may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

44. BROKERAGE

In case the Intending Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee(s) whether in or outside India for acquiring the said Apartment for the Intending Allottee(s), the Developer/Company shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer/Company for the said Apartment. Further the Intending Allottee(s) undertakes to indemnify and hold the Developer/Company free and harmless from and against any or all liabilities and expenses in this connection.

45. FURTHER ASSURANCES

The Intending Allottee(s) and the persons to whom the said Apartment or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Developer/Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Developer/ 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.

46. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Developer/Company through its Authorized Signatory at the Developer/Company's Head Office in New Delhi after the copy(ies) duly executed by the Intending Allottee(s) are received by the Developer/Company. Hence this Agreement shall be deemed to have been executed at New Delhi even if the Intending Allottee(s) has prior thereto executed this Agreement at any place(s) other than New Delhi.

47. NOTICES

That all notices to be served on the Intending Allottee(s) and the Developer/Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Intending Allottee(s) or the Developer/ Company at their respective addresses specified hereinabove.

It shall be the duty of the Intending Allottee(s) to inform the Developer/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 Intending Allottee(s).

48. JOINT PURCHASES

That in case there are joint Intending Allottee(s) all communication shall be sent by the Intending Allottee(s) whose name appears first and at the address given by him / her which shall for all purposes be considered as served on all the Intending Allottee(s).

49. EVENTS OF DEFAULTS AND CONSEQUENCES

The Allottee(s) agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i) Failure to make payments within the time as stipulated in the schedule of payments as given in Annexure-F and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IFMS as demanded by the Company , any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Company to the Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the Allottee's obligations including those contained in clause 49 (I) as set forth in this Agreement or if the Allottee(s) fails to execute any other deed/document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment.
- iii) Failure to take possession of the Said Apartment within the time stipulated by the Company .
- iv) Failure to execute the conveyance deed within the time stipulated by the Company in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company , its nominee, other Body or Association of Apartment Owners/Association of Condominium, as the case may be.
- vi) Failure, pursuant to a request by the Company, to become a member of the association of apartment owners of the Said Building / Said Complex or to pay subscription charges etc. as may be required by the Company or association of apartment owners, as the case may be.
- vii) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Company .
- viii) Dishonour of any cheque(s) given by the Allottee(s) for any reason whatsoever.
- ix) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space independent of the Said Apartment or usage of the Parking Space other than for parking his/her vehicle.
- x) Escalation Charge
- xi) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee(s). Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, in its sole discretion, by notice to the Allottee(s), cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and the Company shall have the right to retain Earnest Money along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Allottee(s) acknowledges that upon such cancellation of this Agreement, the Allottee(s) shall have no right or interest on the Said Apartment and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said Apartment and the Parking Space in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by the Company by registered post only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee(s). This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by the Allottee(s).

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

50. RIGHT TO TRANSFER OWNERSHIP

The Developer/Company reserves the right to transfer ownership of the said THE ESFERA in whole or in parts to any other entity such as Partnership firm, body corporate (s) whether incorporated or not, Association or Agency by way of sale / disposal / or any other arrangement as may be decided by the Developer/Company in its sole discretion without any intimation, written or otherwise to the Intending Allottee(s) and the Intending Allottee(s) agrees that he / she shall not raise any objection in this regard.

51. 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 law of India.

52. ARBITRATION

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the, interpretation and validity of the terms here and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi by a Sole Arbitrator who shall be the appointed by the Developer/Company.

The Intending Allottee(s) hereby confirms that he / she shall have no objection to this appointment. The Courts at Delhi/New Delhi alone and the Delhi High Court at New Delhi alone shall have the jurisdiction in all matters arising out of / touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at New Delhi.



Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

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

SIGNED AND DELIVERED IN DUPLICATE BY THE WITHIN NAMED

Allottee: (including joint Allottees)

(1) _____

(2) _____

at _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

(to be completed by the Allottee(s))

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED by the within named Company at New Delhi on _____ in the presence of:

(AUTHORISED SIGNATORY)

WITNESSES:

1. Signature _____

Name _____

Address _____

FOR AND ON BEHALF Imperia Structures Ltd.

2. Signature _____

Name _____

Address _____

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

ENDORSEMENTS

I/We, hereby assign all the Rights and liabilities under this agreement in favour of:

ASSIGNOR(S)

I/we, hereby accept all the rights and liabilities under this agreement in my/our favour

ASSIGNEE(S)

The above statement is hereby confirmed.

For Imperia Structures Ltd.

Authorised Signatory _____

2nd ENDORSEMENT

I/We, hereby assign all the Rights and liabilities under this agreement in favour of:

ASSIGNOR(S)

I/we, hereby accept all the rights and liabilities under this agreement in my/our favour

ASSIGNEE(S)

The above statement is hereby confirmed.

For Imperia Structures Ltd.

Authorised Signatory _____

3rd ENDORSEMENT

I/We, hereby assign all the Rights and liabilities under this agreement in favour of:

ASSIGNOR(S)

I/we, hereby accept all the rights and liabilities under this agreement in my/our favour

ASSIGNEE(S)

The above statement is hereby confirmed.

For Imperia Structures Ltd.

Authorised Signatory _____

4th ENDORSEMENT

I/We, hereby assign all the Rights and liabilities under this agreement in favour of:

ASSIGNOR(S)

I/we, hereby accept all the rights and liabilities under this agreement in my/our favour

ASSIGNEE(S)

The above statement is hereby confirmed.

For Imperia Structures Ltd.

Authorised Signatory _____

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

Layout Plan THE ESFERA,
Sector 37-C, Gurgaon



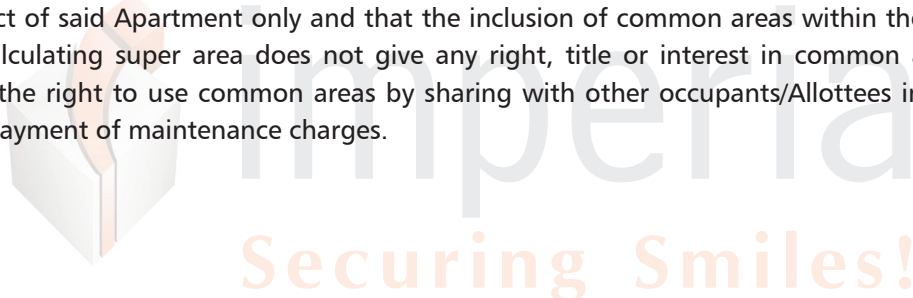
THE ESFERA DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the sale price in respect of the said Apartment shall be the sum of Apartment area of the said Apartment and its prorata share of Common areas in the entire said building excluding area of covered car parking and including prorata share of other Common areas out side apartment buildings earmarked for use of all intending Allottee(s) in THE ESFERA.

Whereas the Apartment area of the said Apartment, shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards and lofts etc. and half the area of common walls with other premises/apartments, which form integral part of said Apartment and Common areas shall mean all such parts / areas in the building including common service area in basement, entrance lobby, Driver's / common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircase, muntins, services areas including but not limited to lift machine room, Overhead water tank, maintenance office / stores, security/ fire control rooms the club, and architectural features, if provided.

Super Area of the apartment provided with exclusive open terrace(s) shall also include area of such terrace(s), Intending Allottee(s) however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is further clarified that the super area mentioned in the Agreement is tentative and for the purpose of computing sale price in respect of said Apartment only and that the inclusion of common areas within the said building, for the purpose of calculating super area does not give any right, title or interest in common areas to Intending Allottee(s) except the right to use common areas by sharing with other occupants/Allottees in the said building subject to timely payment of maintenance charges.



Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

THE ESFERA TENTATIVE COMMON AREAS & FACILITIES

PART A:

List of Common Areas & Facilities for use of Intending Allottee(s) within THE ESFERA proportionate area of which included in the computation of super area of the said Apartment.

- a. Entrance Hall/ Lobby at Ground Floor.
- b. Underground Domestic & Fire Water tanks and Pump room May Be Located under any Building(s) or any other Suitable location in _____, THE ESFERA.
- c. Staircases and munties.
- d. Lifts/lift shaft.
- e. Lift Lobbies including lighting, air conditioning and fire fighting equipments thereof.
- f. Common passages / Corridors including lighting, air conditioning and fire fighting equipments thereof.
- g. Lift Machine Room.
- h. Overhead Water Tanks.
- i. Electrical / Plumbing / Fire and service ledges.
- j. Mail room/Security Room/Driver's common toilet at ground floor.
- k. Security / Fire Control Room.
- l. Maintenance office / service area.
- m. D.G. Room / D.G. Sets.
- n. Electric sub-station /Transformers / Electrical Panels.
- o. Maintenance stores.
- p. Fire Hydrants & Fire Brigade Inlet etc.
- q. Common service area in basement.

PART B:

List of General common Areas & Facilities within THE ESFERA for use of all Intending Allottee(s) in THE ESFERA excluded from computation of super area of the said Apartment, (Plan attached to this Annexure):

- a. Exclusive club for the Allottees/ occupants of the THE ESFERA.
- b. Lawns & Play areas, including lighting & services etc.
- c. Roads & Driveways, including lighting & services etc.
- d. Open Car parking around building (s).

That save and except the common areas and facilities described in Part-A, Part-B as above, exclusive use of covered car parking space as described in Part-C of this annexure and the undivided pro-rata share in the land underneath the said Building, it is specifically made clear by the Company and agreed by the Intending Allottee(s) that he/she shall have no right, no title, no interest in any other land(s), facilities and amenities within THE ESFERA (the said

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

Complex) as these are specifically excluded from the scope of this Agreement and the Intending Allottee(s) agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its Associates, its subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

PART C:

Reserved Covered car parking space within THE ESFERA individually allotted for his/her exclusive use and excluded from the computation of super area of the said Apartment :

PART D:

It is specifically made clear by the company and agreed by the Intending Allottee(s) that this Agreement is limited and confined in its scope only to the said Apartment, areas, amenities and facilities as described in Part-A, Part -B and Part- C of this annexure, the land underneath the said Building. It is understood and confirmed by the Intending Allottee(s) that all other land(s), areas, facilities and amenities in THE ESFERA outside the periphery/boundary of THE ESFERA (the said Complex) or anywhere in THE ESFERA are specifically excluded from the scope of this Agreement and the Intending Allottee(s) agrees that he/she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been taken in the computation of super area for calculating the sale price and therefore, the Intending Allottee(s) has not paid any money in respect of such other lands, areas, facilities and amenities.

The Intending Allottee(s) agrees and confirms that the ownership of such other lands, areas, facilities and amenities shall vest solely with the Company, its Associate companies, its subsidiary companies and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

- a. Shops within the said Building, if any, and/or within the said Portion of Land/Said Complex.
- b. Dwelling Units for Economically Weaker Sections and Dwelling units for Service Personnel in buildings other than Apartment building.
- c. Areas reserved for all kinds of schools and school buildings /construction (including but not limited to nursery, primary & higher secondary schools).
- d. Areas for Club /community centre and Club/Community Building(s).
- e. Areas reserved for Creche and Creche building(s).
- f. Areas reserved for Electric Sub-Stations (ESS) & ESS Building(s).
- g. Areas reserved for Telephone Exchange, Telecommunication facilities, Post Office etc. and building(s) constructions thereof.
- h. Areas for all commercial buildings and commercial buildings/premises.
- i. Areas for sports, recreational facilities etc.
- j. Roads, parks for use of general public.
- k. All areas, buildings, premises, structures falling outside the periphery/boundary of THE ESFERA.

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

THE ESFERA SPECIFICATIONS*

Wall Finish-Internal:

Living/Dining/Bed Rooms: Painted In Pleasing
Shades of Oil Bound Distemper
Utility: Painted in Oil Bound Distemper
Lift Lobbies: Marble/Granite Cladding
External Façade of Towers: Textured Paint Finish

Kitchen:

Flooring: Ceramic Tiles
Dado: Ceramic Tiles above working platform, rest oil bound distemper
Platform: Granite Counter with single bowl stainless steel sink with drain board

Toilets:

Flooring : Ceramic Tiles
Dado: Ceramic Tiles
Fittings: Granite/Marble Counter, white sanitary fixtures
Contemporary styled CP fittings

Flooring:

Living/Dining: Vitrified Tiles
Bed Rooms: Vitrified Tiles/Laminated wooden flooring
Utility: Ceramic Tiles
Balcony: Anti Skid Ceramic Tiles
Terrace on Roof: Anti Skid Ceramic Tiles
Lift Lobby: Granite/Marble

Windows: Powder coated Anodizes Aluminum glazing

Doors: Seasoned hardwood frames with painted board shutters

Electrical: Conduit copper electrical wiring for all light and power points

* These specifications are tentative and subject to change without any notice as per architect's decision at the sole discretion of the Company/Developer.

UNDERTAKING

I/We

1. Shri/Smt/Ms _____ Son/Wife/Daughter of Shri _____ resident of _____ and
2. Shri/Smt/Ms _____ Son/Wife/Daughter of Shri _____ resident of _____ and
3. Shri/Smt/Ms _____ Son/Wife/Daughter of Shri _____ resident of _____ and

have been allotted Apartment No. _____ on _____ Floor in Tower/Block No. _____ in 'THE ESFERA' Group Housing Complex in Sector 37C, Gurgaon, Haryana.

I am aware that M/s _____ (Maintenance Co. /Agency) is entrusted with the task of providing maintenance services to the entire complex including the supply of electricity to all the Apartment owners for which purpose the Maintenance Company/Agency shall be applying for permission to receive bulk electric supply and distribute it to the various Apartment owners. The Maintenance Company/Agency has informed me that they shall be responsible for receiving and supplying the electricity supply in the complex, for sanctioning electricity load, for installation of Meters, billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance company/agency and I undertake that I shall not apply to DHBVN or any other distributing Regulating/Licensing Agency/Authority for direct individual supply of electric power and I understand that I shall not be entitled for such direct connection in view of the release of the bulk supply to the said complex.

Apartment Buyers

1st Intending Allottee

1. _____

Name _____)

2nd Intending Allottee

2. _____

Name _____)

3rd Intending Allottee

3. _____

Name _____)

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

SCHEDULE OF PAYMENTS
For Tower A, B & E Construction Linked Plan

Booking Amount	10% of BSP
Within 45 Days of Booking	10% of BSP
At Bhoomi Pujan	10% of BSP + 50% of PLC + 50% of DC
On casting of Basement Slab	7.5% of BSP + 50% of PLC + 50% of DC
On Casting of 1st Floor	7.5% of BSP + Car Parking Charge
On Casting of 3rd Floor	7.5% of BSP + Club Membership Charges
On Casting of 5th Floor	7.5% of BSP
On Casting of 7th Floor	5% of BSP
On Casting of 9th Floor	5% of BSP
On Casting of 11th Floor	5% of BSP
On Casting of 14th Floor	5% of BSP
On Casting of 17th Floor	5% of BSP
On start of Masonry Work	5% of BSP
On start of outside Painting	5% of BSP+ FFC, PBIC & EEC
At the time of offer of possession	5% of BSP+ IFMS + Registration charges + Stamp Duty

Floor PLC

1st Floor	125/- Per Sq. Ft. equal to Rs. 1345/- per Sq. Meter
2nd Floor	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter
3rd Floor	80/- Per Sq. Ft. equal to Rs. 861/- per Sq. Meter
4th Floor	70/- Per Sq. Ft. equal to Rs. 753/- per Sq. Meter
5th Floor	60/- Per Sq. Ft. equal to Rs. 646/- per Sq. Meter
6th Floor	50/- Per Sq. Ft. equal to Rs. 538/- per Sq. Meter
12th & 13th Floors	75/- Per Sq. Ft. equal to Rs. 807/- per Sq. Meter
14th and Above Floors	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter

1. Service Tax As applicable will be charged extra.
2. The basic sale price is subject to escalation
3. Prices indicated above are subject to revision from time to time at the sole discretion of the company.
4. Prices, terms and conditions stated herein are merely indicative with a view to acquaint applicant and are not exhaustive.
5. As per Govt Rules, Service Tax is payable on each installment.

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

SCHEDULE OF PAYMENTS
For Tower C & D Construction Linked Plan

Booking Amount	10% of BSP
Within 45 Days of Booking	10% of BSP
At Bhoomi Pujan	10% of BSP + 50% of PLC + 50% of DC
On casting of Basement Slab	7.5% of BSP + 50% of PLC + 50% of DC
On Casting of 1st Floor	7.5% of BSP + Car Parking Charge
On Casting of 3rd Floor	5% of BSP + Club Membership Charges
On Casting of 5th Floor	5% of BSP
On Casting of 7th Floor	5% of BSP
On Casting of 9th Floor	5% of BSP
On Casting of 11th Floor	5% of BSP
On Casting of 14th Floor	5% of BSP
On Casting of 17th Floor	5% of BSP
On Casting of 20th Floor	5% of BSP
On start of Masonry Work	5% of BSP
On start of outside Painting	5% of BSP+ FFC, PBIC & EEC
At the time of offer of possession	5% of BSP+ IFMS + Registration charges + Stamp Duty

Floor PLC

1st Floor	125/- Per Sq. Ft. equal to Rs. 1345/- per Sq. Meter
2nd Floor	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter
3rd Floor	80/- Per Sq. Ft. equal to Rs. 861/- per Sq. Meter
4th Floor	70/- Per Sq. Ft. equal to Rs. 753/- per Sq. Meter
5th Floor	60/- Per Sq. Ft. equal to Rs. 646/- per Sq. Meter
6th Floor	50/- Per Sq. Ft. equal to Rs. 538/- per Sq. Meter
14th & 15th Floors	75/- Per Sq. Ft. equal to Rs. 807/- per Sq. Meter
16th and Above Floors	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter

1. Service Tax As applicable will be charged extra.
2. The basic sale price is subject to escalation
3. Prices indicated above are subject to revision from time to time at the sole discretion of the company
4. Prices, terms and conditions stated herein are merely indicative with a view to acquaint applicant and are not exhaustive.
5. As per Govt Rules, Service Tax is payable on each installment

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

SCHEDULE OF PAYMENTS
For Tower F Construction Linked Plan

Booking Amount	10% of BSP
Within 45 Days of Booking	10% of BSP
At Bhoomi Pujan	10% of BSP + 50% of PLC + 50% of DC
On casting of Basement Slab	10% of BSP + 50% of PLC + 50% of DC
On Casting of 1st Floor	10% of BSP + Car Parking Charge
On Casting of 3rd Floor	10% of BSP + Club Membership Charges
On Casting of 5th Floor	10% of BSP
On Casting of 7th Floor	7.5% of BSP
On Casting of 9th Floor	7.5% of BSP
On start of Masonry Work	5% of BSP
On start of outside Painting	5% of BSP+ FFC, PBIC & EEC
At the time of offer of possession	5% of BSP+ IFMS + Registration charges + Stamp Duty

Floor PLC

1st Floor	125/- Per Sq. Ft. equal to Rs. 1345/- per Sq. Meter
2nd Floor	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter
3rd Floor	80/- Per Sq. Ft. equal to Rs. 861/- per Sq. Meter
4th Floor	70/- Per Sq. Ft. equal to Rs. 753/- per Sq. Meter
5th Floor	60/- Per Sq. Ft. equal to Rs. 646/- per Sq. Meter
6th Floor	50/- Per Sq. Ft. equal to Rs. 538/- per Sq. Meter
8th Floor	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter
9th Floor	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter

1. Service Tax As applicable will be charged extra.
2. The basic sale price is subject to escalation
3. Prices indicated above are subject to revision from time to time at the sole discretion of the company.
4. Prices, terms and conditions stated herein are merely indicative with a view to acquaint applicant and are not exhaustive.
5. As per Govt Rules, Service Tax is payable on each installment.

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____

SCHEDULE OF PAYMENTS
For Tower G & H Construction Linked Plan

Booking Amount	10% of BSP
Within 45 Days of Booking	10% of BSP
At Bhoomi Pujan	10% of BSP + 50% of PLC + 50% of DC
On casting of Basement Slab	7.5% of BSP + 50% of PLC + 50% of DC
On Casting of 1st Floor	7.5% of BSP + Car Parking Charge
On Casting of 3rd Floor	7.5% of BSP + Club Membership Charges
On Casting of 5th Floor	7.5% of BSP
On Casting of 7th Floor	7.5% of BSP
On Casting of 9th Floor	7.5% of BSP
On Casting of 11th Floor	5% of BSP
On Casting of 14th Floor	5% of BSP
On start of Masonry Work	5% of BSP
On start of outside Painting	5% of BSP+ FFC, PBIC & EEC
At the time of offer of possession	5% of BSP+ IFMS + Registration charges + Stamp Duty

Floor PLC

1st Floor	125/- Per Sq. Ft. equal to Rs. 1345/- per Sq. Meter
2nd Floor	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter
3rd Floor	80/- Per Sq. Ft. equal to Rs. 861/- per Sq. Meter
4th Floor	70/- Per Sq. Ft. equal to Rs. 753/- per Sq. Meter
5th Floor	60/- Per Sq. Ft. equal to Rs. 646/- per Sq. Meter
6th Floor	50/- Per Sq. Ft. equal to Rs. 538/- per Sq. Meter
10th & 11th Floors	75/- Per Sq. Ft. equal to Rs. 807/- per Sq. Meter
12th to 14th	100/- Per Sq. Ft. equal to Rs. 1076/- per Sq. Meter

1. Service Tax As applicable will be charged extra.
2. The basic sale price is subject to escalation
3. Prices indicated above are subject to revision from time to time at the sole discretion of the company.
4. Prices, terms and conditions stated herein are merely indicative with a view to acquaint applicant and are not exhaustive.
5. As per Govt Rules, Service Tax is payable on each installment.

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

ANNEXURE – G

Computation of Escalation Charges is illustrated by way of an example hereunder:

Total Price say, Rs.100

Construction Cost (50% of the Total Price): Rs.50

Table A : Opening and Closing RBI Indexes

S.No.	Items	Weightages in Construction Cost	Assumed Opening RBI Indexes (Sep, 2012)	Assumed Closing RBI Indexes (after expiry of 42 month period i.e. March,2016)
1	Steel	15%	100	112
2	Cement	10%	100	92
3	Other Building Const. Material	40%	100	114
4	Fuel & Power	5%	100	110
5	Labour	30%	100	105

Table B :

Computation of Escalation Charges

Formula : Construction Cost X Weight of the Item X {(Closing Index-Opening Index)/ Opening Index}

S.No.	Items	CALCULATIONS Illustration for the entire 42 month period	ESCALATION PERCENTAGE FOR THE 42 MONTH PERIOD
1	Escalation in Steel	$50 \times 15\% \times (112-100)/100 = 0.900$.900
2	Escalation in Cement	$50 \times 10\% \times (92-100)/100 = -0.400$.400
3	Escalation in Other Building Const. Material	$50 \times 40\% \times (114-100)/100 = 2.800$.800
4	Escalation in Fuel & Power	$50 \times 5\% \times (110-100)/100 = 0.250$.250
5	Escalation in Labour	$50 \times 30\% \times (105-100)/100 = 0.750$.750

Total Escalation percentage for 42 month period 4.300

-Escalation Charges, as per this illustration, shall be 4.300% of the Total Price i.e. Rs. 4.30

Signature of Allottee(s)

For Imperia Structures Ltd.

X_____

Authorised Signatory_____

APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION
(To be filled up by the Allottee)

From :

.....
.....
.....

To,

The Secretary

Gurgaon, Haryana

Sir,

I have entered into an Agreement with M/s Imperia Structures Ltd to purchase an Apartment No. _____ on _____ floor in Tower/Building No. _____ in The ESFERA, Sector 37 C, Gurgaon, Haryana.

Kindly enroll me as a member of The ESFERA _____ Apartment Owners Association for which I herewith remit a sum of Rs. _____ towards entrance fee of the Said Association.

Also kindly let me know the annual subscription fee to be paid and a copy of the by-laws of the Said Association may be supplied to me.

Kindly keep me informed of the activities of the Said Association from time to time.

Thanking you,

Yours faithfully

(.....)X

Member

Signature of Allottee(s)

For Imperia Structures Ltd.

X _____

Authorised Signatory _____