

**Annexure-18**  
**Allotment Letter**

**To,**  
**Mr./Mrs.** \_\_\_\_\_

**Date** \_\_\_\_\_

**S/W/o Mr.** \_\_\_\_\_

**R/o** \_\_\_\_\_

**Subject:** Allotment of **Shop/Flat/Unit no.-** \_\_\_\_\_, having super area of approx. \_\_\_\_\_ **sq. ft.**  
on \_\_\_\_\_ **Floor, in project name 'JMD Suburbio-II'**, situated at Sector 67,  
Village Badshahpur, District Gurugram, Haryana.

Dear Sir,

We heartily welcome you to JMD family and do hereby confirm allotment, in your favour of  
**Shop/Flat/Unit no.-** \_\_\_\_\_, having super area of approx. \_\_\_\_\_ **sq. ft.** on \_\_\_\_\_ **Floor,**  
**in project name JMD Suburbio-II**, situated at Sector-67, Village Badshahpur, Gurugram,  
Haryana.

Thank you and assuring you of our best attention at all times.  
With best regards,

Thanking You.  
Yours Faithfully  
**For M/s JMD Ltd.**

(Authorised Signatory)

## COMMERCIAL PREMISES BUYER'S AGREEMENT

This Agreement is made at Gurgaon on this .....day of ..... 20..... between **M/s JMD LTD.**, a Company registered under the Companies Act, 1956, and having its Registered Office at UGF, Devika Tower, 6, Nehru Place, New Delhi-110019 (hereinafter called '**the Company**' which expression shall unless it be repugnant to the context thereof, be deemed to include its successors, liquidators and permitted assigns) through its duly Constituted Attorney /Authorised Signatory Shri.....S/o.....R/o.....of the One Part

AND

1. Shri/Smt./Miss .....  
S/W/D of .....  
Resident of .....  
.....
2. Shri/Smt./Miss .....  
S/W/D of .....  
Resident of .....  
.....
3. Shri/Smt./Miss .....  
S/W/D of .....  
Resident of .....  
.....

(hereinafter referred to as '**the Unit Allottee (s)**' which expression shall unless it be repugnant to the context thereof be deemed to include his/her/their heirs, successors, legal representatives, administrators, executors, nominees and assigns) of the Other Part.

### **Whereas**

- (A) (1) **Smt. Prem Wati W/o Late Narain Singh**; (2) **Budh Singh, Jaswant Singh and Gyani all S/o Late Narain Singh**; (3) **Geeta D/o Late Narain Singh**; (4) **Smt. Manju Yadav W/o Shri Manoj Kumar Yadav** (5) **Hardaye W/o Late Tulli Ram** (6) **Balram & Mahesh both S/o Late Tulli Ram** (7) **Santosh & Shushma both D/o Late Tulli Ram** (8) **Lallu Ram, Bhola Ram, Chiranji Lal all S/o Shri Fateh Singh** (9) **Suman W/o Late Rajender Singh** (10) **Tarachand S/o Shri Kallu** (11) **Rohtash & Krishan**

**both S/o Shri Sispal** all R/o Sector- 67, Village Badshahpur, Gurgaon, Haryana. (Hereinafter collectively referred to as the **‘OWNERS’**), are the joint owners and in possession of Land bearing various Mustatils/ Killas total admeasuring 2.17 Acres situated at Sector 67 in the revenue estate of Village Badshahpur, Tehsil and Distt. Gurgaon, Haryana and more particularly described hereunder (**hereinafter referred to as the “Said Land”**) in **Annexure-I** to this Agreement.

- (B) The Company contemplates and is in the process of developing and constructing a Multi-storeyed Commercial Complex to be known as **“JMD SUBURBIO II”** (hereinafter referred to as the **“Said Complex”**) on the Said Land in terms of Collaboration Agreement dated 13.10.2010 (hereinafter referred to as the **“Said Collaboration Agreement”**) entered into by and between the Company (Developer therein) and the Owners and duly registered Power of Attorney dated 26.11.2011, executed by the aforesaid owners in favour of the Company and License No. 107 of 2011 dated 11.12.2011 issued by the office of Director, Town and Country Planning, Haryana obtained by the Company in pursuance of the Said Agreement and the Power of Attorney.
- (C) By virtue of and in accordance with the terms and conditions of the aforesaid Collaboration Agreement and the Power of Attorney, the Company is entitled to sell and transfer by way of sale the specific Unit(s) / Shops/ Office Space / Other Spaces etc. on ownership basis in the proposed Commercial Complex comprised in the Company’s Allocation (**Developer Share in the Collaboration Agreement**) of the built/unbuilt areas of the said Commercial Complex.
- (D) And whereas the subject matter of the present Agreement is out of the Company’s Allocation and consequently the Company is entitled to enter into this Agreement with the Unit Allottee(s) and to dispose off the same to and in favour of the Unit Allottee(s) or his/her/their nominee(s).
- (E) And Whereas the Unit Allottee(s) after inspection of the site, said Collaboration Agreement, Power of Attorney license for development and construction of Commercial Complex on the said Land, granted by Director, Town and Country Planning, Haryana under relevant legislation of State of Haryana in the name of Owners of the said land, proposed building plans, specifications ownership records and other connected papers and satisfying himself/herself/themselves in all respects has/have applied to the Company for allotment of a Unit/Shop/Office Space/Other Space in the proposed Commercial Complex to be known as **“JMD SUBURBIO II”** as aforementioned.
- (F) The Company has accepted the application of the Unit Allottee(s) and has allotted to him/her/they/it Showroom/Shop/Office Space/other Space No. .... on ..... floor, having super area of approximately ..... sq. mtrs. (..... sq. ft.) and covered area of approximately ..... sq. mtrs. (.....sq. ft.), the percentage of covered area being approx **60%** of the super area approx. in the said Complex (**hereinafter referred to as ‘the Said Premises’**) at the rate of Rs...../- per sq.mtr. (..... sq. ft.) of Super Area for a total Basic Sale Price of Rs...../- (Rupees.....)

..... Only) and on other terms and conditions of sale. The aforesaid area and percentage are tentative and are subject to change at the time of final approval of the building plans and also on completion of the construction.

- (G) The present Commercial Premises Buyers Agreement, in addition to the above-mentioned application, is being executed now, incorporating all details embodied in the application and other terms and conditions of sale, which shall form part and parcel of this Commercial Premises Buyer's Agreement.

**NOW THIS INDENTURE WITNESSETH and is hereby agreed by and between the parties hereto as follows:**

1. That the Company has agreed to sell and the Unit Allottee(s) has agreed to purchase and acquire the said premises, as detailed below, on ownership basis, at the rate as mentioned herein and upon the terms & conditions set out hereunder, as mutually agreed by and between the parties hereto.

Showroom /Other Space No.	Floor No.	Super Areas (Sq. ft)	Rate (Rs. Per sq. ft)

2. (a) Electric connection charges will be charged extra and the amount payable on this account will depend on the estimate furnished by H.S.E.B for service connection/sub-station equipment, cost of area and security deposits etc. Unit Allottee(s) will be required to pay the charges on pro-rata basis as demanded by the Company.
- (b) By virtue of ownership of the said premises, the Unit Allottee(s) shall be entitled to exclusive enjoyment of one Car Parking Slot for which no sum is being charged separately. Car Parking Slot No. shall be intimated to the allottee at the time of possession.
- (c) Similarly, cost of providing and installing fire fighting equipment/preventive measures shall be charged additionally and be paid by the Unit Allottee(s) proportionately to the Company on demand.
- (d) Escalation in the cost of construction during the construction period of the said complex shall be charged and recovered from the Unit Allottee proportionately.
- (e) Pro-rata share of the Unit Allottee of the External Development Charge (EDC) levied by the Director, Town & Country Planning, Haryana as on date, works out to be Rs..... per sq. ft. approximately on the super area and same is being charged separately. Similarly pro-rata share of the Unit Allottee of the Infrastructure Development Charge (IDC) levied by the Director, Town & Country Planning, Haryana as on date, works out to be Rs..... per sq. ft. approximately on the super area and same is

also being charged separately. EDC and IDC are payable in the manner as shown in the Schedule of Payments (Annexure-II) annexed hereto. However, any increase in the levy hereafter shall be to the account of the Unit Allottee(s), who shall pay the same to the Company on demand on the same pro-rata basis as stated hereinabove. A provision to this effect shall be incorporated in the Conveyance Deed/Sale Deed to be executed in favour of the Unit Allottee. Pending determination of the charges, the Unit Allottee shall, as an interim measure, deposit by way of Contingency Deposit, an interest free adjustable security @ Rs..... per sq. ft. of the super area as indicated in Schedule of Payments (Annexure-II), which will be adjusted on final determination of External Development Charges by the Director, Town & Country Planning, Haryana and any excess or shortfall thereof shall be to the account of the Unit Allottee(s). The Contingency Deposit shall continue to be available to the Company till the date of its utilization/refund as aforesaid.

- (f) The Unit Allottee(s) shall pay a further sum of Rs...../- (Rupees..... Only) as Preferential Location Charges (PLC) as per Schedule of Payment (Annexure-II) annexed hereto. However, if due to change in the layout plan and consequent change in the allotment to the said premises, it ceases to be so located before or after the registration of the sale deed, the Company shall be liable to refund without interest extra charges paid for such preferential location or shall be entitled to recover extra preferential location charges, as the case may be.

3. (a) THAT the Unit Allottee(s) agrees that for the purpose of calculating the sale price in respect of the said premises, the super area shall be inclusive of covered area of the said premises, area under the periphery walls, area under columns and walls within the said premises, half of the area of the wall common with other premises adjoining the said premises plus proportionate share of the service areas to be utilized for common use, and facilities viz. areas under stair cases, circulation areas, walls, lifts, shafts, passages, corridors, lobbies, refuge area, stilts and the like.

- (b) Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the super area of the said premises, on account of the structural design of the said complex without which there can be no support to the said premises, it is repeated and specifically made clear that it is only the inside space in the said premises that has been agreed to be sold and the inclusion of the common areas in the computation does not give/create any right or interest therein as such to the Unit Allottee(s), except as provided herein. It is, however, agreed that if the Maintenance Deposit is paid, as provided in these presents, the Unit Allottee(s) or any one else lawfully claiming under him will have a right to use the common facilities and in default of such payment, it shall not be open to the Unit Allottee(s) to claim any right of passage or use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Unit Allottee(s) commits any breach of any of

the covenants herein, no right for use of passage to and fro and use of common facilities shall be permitted until the breach is rectified and the Company or Maintenance Agency or any other body or association as hereinafter mentioned are assured that there will be no repetition of the breach.

4. THAT the Unit Allottee(s) has already paid a sum of Rs...../- (Rupees..... Only) being approximately ..... % of the sale price at the time of registration for the purchase of the said premises, the receipt of which the Company hereby acknowledges and the Unit Allottee(s) agrees to pay the remaining sale price, and all other charges as described in Schedule of Payments (Annexure- II) annexed hereto and in the manner indicated therein. Unit Allottee(s) has agreed that the Company is under no obligation to send demands / reminders for payments.
5. THAT the Unit Allottee(s) shall make all payments through Demand Draft(s)/ pay order(s) made payable at, or Cheque(s) drawn upon bank at **Gurgaon / New Delhi Only.**
6. THAT the Company and the Unit Allottee(s) hereby agree that out of the amounts paid at the time of registration to the extent of 15% of the sale price of the said premises, and/or on allotment or in installments as the case may be, will collectively constitute the earnest money. Non-fulfillment by the Unit Allottee(s) of any of the terms and conditions of application for allotment, terms and conditions of sale and those of the Agreement as also in the event of failure to sign this Agreement by Unit Allottee(s) within the time allowed, may entail the forfeiture of the earnest money.
7. THAT the time for payment of installments and other dues as stated in Schedule of Payments (Annexure-II) is the essence of this Agreement. It shall be incumbent on the Unit Allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which he/she/they shall forfeit to the Company the entire amount of earnest money and the Commercial Premises Buyers Agreement /or any other documents executed between the parties shall stand cancelled and the Unit Allottee(s) shall be left with no lien/interest on the said premises. The Company shall, thereafter, be free to deal with said premises in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the earnest money shall be refunded to the Unit Allottee(s) by the Company without any interest after sale of the said premises.
8. THAT without prejudice to the Company's rights under this Agreement and /or law, the Unit Allottee(s) shall be liable to pay to the Company, the interest at the rate of 18% per annum on all amounts due and payable by the Unit Allottee(s) under this Agreement for the period of delay, in making such payments. The discretion for termination of the Agreement or acceptance of the delayed payment with interest at the rate of 18% per annum shall exclusively vest with the Company. In the event of the Company waiving its

right to cancel the allotment and forfeit the earnest money and accepting payment with interest in lieu thereof, no right whatever would accrue to any other defaulting Unit Allottee(s) and/or the Unit Allottee(s) in future for further payments on that account. Each case shall be examined individually/separately.

9. THAT in case, the allotment is got cancelled by the Unit Allottee(s) himself/herself/themselves, he/she/they shall forfeit to the Company the entire amount of earnest money and this commercial premises buyers agreement /or any other documents executed between the parties shall stand cancelled and the Unit Allottee(s) shall be left with no lien/charge whatsoever on the said premises. The Company shall, thereafter, be free to deal with said premises in any manner, whatsoever, at its sole discretion. The amount, if any, paid over and above the earnest money shall, however, be refunded to the Unit Allottee(s) by the Company without any interest after sale of the said premises.
10. (a) THAT the Unit Allottee (s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his place, The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payments of such service /administrative charges as it may deem fit. Any change in name (including addition/deletion) registered as Unit Allottee(s) will be deemed as transfer for this purpose. And the terms and condition of this Agreement shall continue to be binding upon the transferee/nominee.
- (b) Claim, if any, between the nominee(s) and the Unit Allottee(s) as a result of reduction / increase of area or its location or on any account whatsoever, will be solely settled between themselves i.e. Unit Allottee(s) and nominee(s) and the Company shall not be a party to this.
- (c) It will be the responsibility of the Unit Allottee(s) to obtain the permission, if any, required for substitution of his/her/their nominee(s) name(s) in his place as allottee/ purchaser of the said premises.
11. THAT the Unit Allottee(s) confirms that he/she/they has/have entered into this Agreement with the full knowledge and understanding of this agreement and the agreement entered into between the Company and Owner's and D.T.C.P., Chandigarh hereinbefore stated and subject to all laws and undertakings given by the Company to the Government of Haryana in this regard and the Unit Allottee(s) has familiarized himself/herself with all the aforesaid agreements, undertakings, conditions etc.
12. THAT the Unit Allottee(s) has accepted the plans, designs, specifications shown to him which are tentative and are kept at the Company's Registered Office at Upper Ground Floor, Devika Tower, 6, Nehru Place, New Delhi and Site Office at Village Badshahpur, Tehsil Sohna, District Gurgaon, Haryana and agrees that the Company may make such variations, additions, alternations and modifications therein as it may, in its sole discretion, deem fit and proper or as

may be done/required by any competent authority and the Unit Allottee(s) hereby gives his consent to such variations and modifications.

13. THAT the specifications and information as to the materials to be used in construction of the said premises as set out in Annexure-III attached hereto are also tentative and the Company may make such variations and modifications therein as it may, in its sole discretion, deem fit and proper or as may be done/required by any competent authority and the Unit Allottee(s) hereby gives his/her consent to such variations and modifications.
14. THAT the Company shall, under normal conditions, complete the said Complex as per the said plans and specifications seen and accepted by the Unit Allottee(s) (with additional floors, if permissible) with such additions, alternations, modifications in the layout and building plans and specifications as the Company may consider necessary or may be required by any competent authority to be made in them or any of them while sanctioning the building plans or at any time thereafter. The Unit Allottee(s) hereby gives his/her consent to such alterations/ modifications and no future consent of the Unit Allottee(s) shall be required for this purpose. Alterations may inter-alia involve all or any of the Changes in the said premises viz. change in position of the premises, change in its dimensions, change in its area or change in its number. To implement all or any of the above changes, supplementary sale deed or deeds, if necessary, will be got executed and registered by the Company in case a sale deed has already been executed and registered in favour of the Unit Allottee(s). If as a result of the above mentioned alteration, there is either reduction or increase in the covered area of the said premises or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. mtr. and other charges will be applicable for the changed area i.e. at the same rate at which the said premises were booked and as a consequence of such reduction or increase in the Super Area, the Company shall be liable to refund without interest only the extra price and other pro-rata charges or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
15. THAT the possession of the said premises is proposed to be delivered by the Company to the Unit Allottee(s) within Forty-Two (42) Months from the date of sanction of Building Plan/Revised Building Plan or Environmental Clearance or any such sanctions & approvals required for the commencement of construction of Building/Complex, whichever is later or further extended period of six (6) months after the expiry of Forty-Two (42) months as agreed above except the force majeure circumstances. The Company shall not incur any liability if it is unable to deliver possession of the said premises by the time aforementioned, if the completion of the 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 a dispute with the construction agency employed by the Company, or non-payment of timely installments by Unit Allottee(s) civil commotion or by reason of war, or enemy action, or earthquake or any act of God, or if non-delivery of 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 for any delay made by Government authorities in grants of necessary sanctions and approvals or for any other reason beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises to the Unit Allottee(s). In the event of any such contingency arising/happening, the Company shall have right to alter or vary the terms and conditions of allotment, or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the Scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Unit Allottee(s) for the period of suspension of the Scheme. If for the aforesaid or any other reason the Company is forced to abandon the whole or part of the Scheme, then and in such a case, the Company's liability shall be limited to the refund of the amount paid by the Unit Allottee(s) without any interest or any compensation whatsoever.

16. THAT the possession of the said premises shall be delivered to the Unit Allottee(s) after the said complex is ready for use and occupation and grant of Completion and Occupation Certificate, provided all the amounts due and payable by the Unit Allottee(s) up to the date of possession as stated in Schedule of Payments (Annexure-II) of this Agreement are paid to the Company. The Unit Allottee(s) shall take possession of the said premises within thirty days of the Company dispatching written notice to the Unit Allottee(s) intimating that the said premises are ready and if the Unit Allottee(s) fails and neglects to take possession of the said premises from the Company for any reason whatsoever, the Unit Allottee(s) shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter, the said premises shall be at the risk and cost of the Unit Allottee(s). If the Unit Allottee(s) still fails to take possession of the said premises, he shall be liable to pay holding charges @ Rs. 10/- per. Sq. ft. per month for the period the Unit Allottee(s) delays taking possession on the expiry of the period of 90 days of the Company dispatching the aforesaid written notice.
17. THAT, if for any reason, whether within or without the control of the Company, it is unable or fails to deliver possession of the said premises to the Unit Allottee(s) within the time specified in clause no. 15 above, or within any further period or periods as agreed by and between the parties hereto, then in such case, the Unit Allottee(s) shall be entitled to give notice to the Company terminating the Agreement, in which event this Agreement shall stand cancelled and thereafter the Company shall be at liberty to sell and dispose off the said premises to any person at such price and upon such terms and conditions as the Company may, at its sole discretion, deem fit. The Company shall, within a reasonable time from the date of receipt of such notice and sale of the said premises, refund to the Unit Allottee(s) the aforesaid amount of advance money and the further amount that may have been received by the Company from the Unit Allottee(s) as part payment(s) in respect of the said premises without any interest. Neither party shall have any other claim against the other in respect of the said premises arising out of this Agreement.

18. THAT, if as a result of any law passed by any legislature or rule, regulation or order made and/or issued by the Government or any other authority including a municipal authority, the Company is unable to complete the aforesaid complex and/or deliver possession thereof to the Unit Allottee(s), then the Company may, if so advised, challenge the validity, applicability and/or efficacy of such legislation, rule or order by moving the appropriate court(s), tribunal(s) and/or authority (ies). In such a situation, the money (ies) paid by the Unit Allottee(s) in pursuance of this Agreement, shall continue to remain with the Company and the Unit Allottee(s) shall not be entitled to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that the Agreement shall remain in abeyance till final determination of such matters / cases by the court(s) tribunal(s)/ authority(ies). In the event of the Company succeeds in its challenge to the impugned legislation or rule or order, as the case may be, it is hereby agreed that the Agreement shall stand revived and the Unit Allottee(s) shall be entitled/liable to the fulfillment of all rights, claims and obligations in respect of this Agreement. It is hereby further agreed that in the event of the aforesaid Challenge of the Company to the impugned legislation/order /rule not succeeding and the said legislation/order/rule becoming final, absolute and binding, the Company will pay to the Unit Allottee(s) and several other persons who have purchased or who may purchase hereafter either Showroom/Shop/Office Space/other Space and/or other portions of the said complex, the amount (attributable to the relevant premises) that may have been received by the Company without any interest within such reasonable period and in such manner as may be decided by the Company and the Unit Allottee(s) agrees to accept the Company's decision in this regard to be final, conclusive and binding. Save as other wise provided herein, neither party to this Agreement shall have any other right or claim of whatsoever nature against each other under or in relation to this Agreement.
19. THAT upon the Unit Allottee(s) taking possession or receiving deemed possession of the said premises, the Unit Allottee(s) shall have no claim against the Company in respect of any item of work in the said premises which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever and the said claim, if any, shall be deemed to have been waived and he/she/they has/have got removed all complaints, if any, from the Company before taking possession. After taking possession, the Unit Allottee(s) shall be entitled to the use and occupation of the said premises without any interference from the Company or any body claiming through or under it but subject to the terms and conditions, stipulations and restrictions contained herein.
20. THAT it is mutually agreed that save and except in respect of the said premises hereby agreed to be acquired by the Unit Allottee(s), he/she/they shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress /egress over or in respect of land, open spaces and all or any of the common areas such as lobbies, staircases, lifts, corridors, terraces and roof etc. which shall remain the property of the Company whose responsibility will be to maintain and up keep the said spaces, sites, until the same are transferred/assigned to any other body or association or society in accordance

with the provisions of relevant legislations of State of Haryana to the said Complex. In that event, the provisions contained in these presents as may be inconsistent with the provisions of the Act shall stand superseded/substituted/modified accordingly and the provisions so modified/substituted shall govern the rights, title and obligations covered by this clause.

21. THAT the Unit Allottee(s) shall, from the date of possession or from the date of receiving deemed possession, maintain the said premises, its wall and partitions, sewers, drains, pipes and appurtenance thereto or belonging thereto at his/her own cost, in a good and tenable repair and condition and ensure that the support, shelter etc. of the said complex or pertaining to the said complex in which the said premises are located, is not in any way damaged or jeopardized and shall not do or suffer to be done anything in or to the said complex or said premises, or the staircases, lifts, shafts and common passages or the compound which may be against rules or bye laws of the municipal or any other authority nor shall the Unit Allottee(s) change, alter or make additions in or to the said premises or the complex or any part thereof which constitute violation of any rules, byelaws of the Municipal Authority or any law for the time being in force, or any rule or notification issued by the local or other authority. The Unit Allottee(s) shall be responsible for any loss or damages arising out of breach of any of these conditions.
22. THAT the Unit Allottee(s) agree not to use the said premises or permit the same to be used for any purpose other than the purpose sanctioned by the authority concerned or use for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Showroom/Shop/Office Space/other Space in the complex or for any illegal or immoral purposes or store in the said premises any goods of hazardous or combustible nature which are so heavy as to effect the construction or the structure of the said premises and /or the complex in which the said premises are located or to do or suffer anything to be done in or about the said premises which tend to cause damage to any flooring or ceiling of any premises above below or adjacent to his premises or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use, or in any way effect the environment of common facilities like lifts, lights etc.
23. THAT the Unit Allottee(s) agree(s) not to:
  - (a) Put up any name or signboard, neon-light, publicity or advertisement material etc. outside his/her premises exposed to public view on the external façade of the said complex or anywhere on the exterior of the said complex or common areas. Further more, the Unit Allottee(s) will display his name at the place(s) specified there of and at no other place.
  - (b) Change the colour scheme of the outer walls or painting of the exterior side of the doors & windows etc. or carry out any change in the exterior elevation or design.

- (c) At any time demolish the said premises or any part thereof nor will he at any time make or cause to be made any additions or alterations or unauthorized constructions of whatever nature to the said premises or any part thereof, and shall not chisel or in any other manner do damage to columns, beams, walls slabs or R.C.C. or other structural members in the said premises.
  - (d) Make encroachments or obstructions in common areas/facilities/ services or cause hindrance in the use and enjoyment of all common areas/facilities/services/ communication areas of the said Complex.
  - (e) Make noise pollution by use of loudspeaker or otherwise and/or throw away or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purposes in the Complex.
  - (f) Close the verandahs or lounges or balconies or common passage or common corridors even if particular floor/floors are occupied by the same party.
  - (g) Fix/install the air conditioners/coolers at any place other than the space(s) provided for in the building design or project or open them up to the inside passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler/air conditioner.
  - (h) Decorate and furnish the said Premises against the guidelines prescribed by the Company for interior fit outs.
  - (i) Keep the door/shutter of the said Premises closed/downed beyond the period prescribed therein for commencement of Commercial Activities.
  - (j) Keep open and use the said premises beyond the working hours fixed by concerned Authority in this behalf.
  - (k) Use or lease out the said premises against the purpose fixed by the Authority (ies) or the Company.
24. THAT the Unit Allottee(s) hereby agrees that he/she/they shall comply with and carry out, from time to time, after he has been put in possession or deemed possession of the said premises all the requirements, requisitions, demands and repairs which are required to be complied with by the DTCP, Haryana, Municipal Authority/ Government or any other competent authority in respect of the said premises and the said complex and the land(s) on which the said complex is standing at his/her/their own cost and keep the Company indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
25. THAT the Unit Allottee(s) agrees and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said premises or at any time thereafter, have no right to object to the Company constructing or continuing with the construction of any part/portion of the said complex or/other Buildings(s) adjoining the said complex, put up additional floors to the said complex subject to approvals of Competent Authorities and connect the electric, water, sanitary and drainage sources but at it's (Company's) own cost. Further the terrace of the said complex including the parapet walls, shall always be the property of the Company and the Agreement with the Unit Allottee(s) and all other Unit Allottee(s) in the said complex shall be subject to the aforesaid rights of the Company who shall be entitled to use the said terrace including the parapet walls for all purposes including the display of advertisements and sign

boards or Open Air Restaurants or any other use and the Company will always have right of easement to roof, parapet wall etc. The Unit Allottee(s) hereby consents to the same and agrees that he shall not claim any reduction in price of the said premises agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience or any other ground.

26. THAT the Company shall look after the maintenance and the upkeep of the common areas and facilities in the said complex until these are handed over to an Expert Maintenance Agency appointed by the Company for maintenance. The Unit Allottee(s) agree(s) and binds himself/herself/themselves to pay regularly on demand to the Company or any other agency appointed by the Company, the proportionate share of Maintenance Charges that may be decided by the Agency so appointed depending upon the maintenance costs, incurred to meet the necessary expenses of and incidental to the preservation and maintenance of said Complex and for the provision of common services and matters inter-alia as specified in Schedule (Annexure-IV) annexed hereto. In addition to maintenance charges there will be contribution to the Replacement Fund. Any delay in payments will make the Unit Allottee(s) liable for interest @ 18% per annum. The Unit Allottee(s) agrees and undertakes to pay and keep with the Company an Interest Free Maintenance Security Deposit (IFMS) @ Rs..... per sq.ft. of the super area of the said premises in the manner stated in Schedule of Payments (Annexure-II).
27. THAT the Unit Allottee(s) is/are aware that what he/she/they is/are agreeing to purchase is a Shop/Showroom/Office/Other Space in the said complex, having a classical touch of elegance in the interior and exterior and glittering array of requisite feature and is destined to become an important land mark in Gurgaon. He/She is also aware that unless the said complex is maintained in proper form and common areas and services are maintained, the full utility, of the said complex cannot be made. The Unit Allottee(s) is also aware that in addition to utility, the reputation of the said complex and it's occupants depends upon the maintenance and upkeep of the Complex, which reputation has an ultimate effect on the environment and status of the various occupants of the said complex. The endeavor is upon quality and that means money. It is for these amongst other factors, that the Unit Allottee(s) has/have agreed to purchase the said premises on the specific understanding by him, that the right to use common facilities shall be subject to the payment of the Maintenance Charges and Replacement Fund, as decided by the Company or its nominated Maintenance Agency and performance of all the covenants of these presents. If the Maintenance Charges and Replacement Fund as hereinafter mentioned, is not paid regularly, as decided by the Company or hereafter by the Maintenance Agency, the Unit Allottee(s) shall have no right to use the common facilities including the use of corridors etc. in other words, the right of passage is not an integral part of the sale. The right will be available only on payment of Maintenance Charges, Replacement Fund as may be determined from time to time. Once the Maintenance Charges etc. (all payments envisaged under these presents) are regularly paid and covenants herein observed that right will be given to the Unit Allottee(s).

28. THAT the said premises hereby agreed to be sold are a part of said complex and it is in the interest of all the Unit Allottees/Occupiers that some safeguards be provided to prevent entry of unauthorized person(s) into the said complex, including the common areas and to give an effective hand to the Company/Maintenance Agency to deal with such unlawful entrants/loiterers /vendors/peddlers etc. and also to enable the Company /Maintenance Agency in particular and owners/lawful occupants of the various premises in general, to deal more effectively with the security of the said complex and Maintenance of order therein, the entry be regulated. For this Company/ Maintenance Agency shall be free to restrict the entry of anyone into the said complex whom it considers undesirable at the outer gate itself. In case of insistence, the security staff of the said complex will be at liberty to call upon the Allottee(s)/Lawful Tenant/Occupant to come to the gate and personally escort the person(s) from the gate to his premises and assume the responsibility of escorting them out as well. It is, however, clarified that during daytime, this restriction will be exercised only sparingly but beyond daytime it will be exercised generally. The security services will be without any liability of any kind upon the Company/Maintenance Agency. Security costs will be part of the Maintenance Charges.
29. THAT the said Premises hereby agreed to be purchased are a part of said complex and unless interiors are tastefully decorated/furnished and made functional/operational within a time bound period as per uses fixed/prescribed by DTCP and/or the Company, the distinct ambience, class and elegance of the said complex cannot be maintained. In these circumstances, it is in the interest of all the Unit Allottee(s)/ Occupiers that some safeguard be provided for interior fit outs and use of specific space(s) in the said complex. For this, Company/Maintenance Agency shall be free to provide guidelines for the said purpose and the Unit Allottee(s) has agreed to be bound by and comply with those guidelines.
- 29A. **Only for Commercial Spaces:-** THAT the Unit Allottee(s) agree(s) to decorate/furnish the said premises as per guidelines provided therefore by the Company and make them functional/operational within ..... months of the date of handing over/deemed possession of the said premises to the Unit Allottee(s) and if the Unit Allottee(s) fails to commence his/her commercial activities within the prescribed time, then it/he shall be liable to pay non-utilization/non-operational charges @ Rs. .... per Sq.ft per month. In case the Unit Allottee is unable to start the commercial activities or find out suitable tenant for carrying on the specified commercial activities in the said premises within the period prescribed above, the Unit Allottee may refer the matter to the Company, who will endeavor (without assuming any liability thereof) to find out suitable tenant for the Unit Allottee(s).
30. **For Commercial Spaces:** To make the project a successful venture, the Unit Allottee specifically agrees that, the Company shall have exclusive unfettered right to lease out or agree to lease out the Said Premises as part of any endeavor to lease out a larger area (which includes the area of the said premises) on long lease in the Said Complex. The Unit Allottee specifically confirms that any such arrangement shall be binding on him/her/it even after execution of the

conveyance deed. If the Unit Allottee shall have any objection to any such arrangement, the company shall relocate the Unit Allottee to some other area, if available, in the Said Complex.

or

**For Service Apartments:** The Unit Allottee specifically agrees that the company shall have unfettered right to lease out or agree to lease out the Said Premises as part of any endeavor to lease out a larger area on long lease (which includes the area of the said premises) in the Said Complex e.g. for running Service Apartment. The Unit Allottee specifically confirms that any such arrangement shall be binding on him/her/it even after execution of the conveyance deed. If the Unit Allottee shall have any objection to any such arrangement, the company shall be at absolute liberty to relocate the Unit Allottee to some other area, if available, in the Said Complex.

31. THAT the Unit Allottee(s) agrees to pay on demand all taxes of any kind whatsoever, whether levied or leviable now/or in future, or with retrospective effect on land and or said complex, as the case may be, from the date of allotment of the said premises and so long as each Shop/Showroom /Office/Other Space is not separately assessed for such taxes for the land and/or said complex, same shall be payable and be paid by the Unit Allottee(s) in proportion to the area of his premises. Such apportionment shall be made by the Company or any other agency, as the case may be, and the same shall be conclusive, final and binding upon the Unit Allottee(s).
32. THAT the structure of the said complex may be got insured against fire and if necessary against all other risk like theft, earthquake etc. by the Company or any other Agency referred to above on behalf of the Unit Allottee(s) but contents of each Shops/Showroom/Office/Other space shall be got insured by the Unit Allottee(s) at his/her own cost. The cost of insurance of the building structure shall be part of service charges. The Unit Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable, insurance of any premises or any part of the said complex or cause increased premium to be payable in respect thereof.
33. THAT the Unit Allottee(s) agrees and binds himself/herself/themselves to pay regularly, on demand, to the Company or any other Agency appointed/nominated by the Company all rates, taxes, levies, imposition and outgoings that may, from time to time, be levied against land/or said complex or his/her proportionate share thereof. The Unit Allottee(s) further agrees to pay for water and power consumed in the said premises as per the meter installed or billed by the Company/Services Agency.
34. THAT the Unit Allottee(s) shall permit the Company/Maintenance Agency and their surveyors and agents, with or without workmen and others, at all reasonable time, to enter into and upon the said premises or any part thereof, to view and examine the state and condition thereof and make good within two months of given notice, all defects, decays, repairs of which such notice in writing shall be given by the Company/Maintenance Agency to the Unit Allottee(s) and also for repairing of any part of the said complex and/or for the purpose of repairing, maintaining, rebuilding, lighting, cleaning and keeping in

order and condition all service drains, pipes, cables, water courses, gutters, wires, part structures or to their convenience belonging to or serving or used for the said complex and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

35. THAT the Unit Allottee(s) shall be entitled to avail the services of plumbers and electricians on necessary payments, for replacement of any broken or returned part/fitting specially engaged for looking after the sanitary and electrical installations in the said complex. The Unit Allottee(s) undertakes not to obtain the service of any other outsider electrician or plumber for attending to any defects in the electrical and water installations of the said premises.
36. THAT on receipt of requisite permissions/sanctions from the authorities concerned for the sale of the said premises to the Unit Allottee(s) (and subject to the whole of the consideration money and registration charges for execution and registration of sale deed in favour of the Unit Allottee(s), and other dues, if any, having been received) the Company shall complete the sale and effect the conveyance of the said premises to the Unit Allottee(s) within ..... months of handing over possession of the said premises in such manner as may be permissible, at the expense of the Unit Allottee(s) and on the terms and conditions of this Agreement, except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf in accordance with the provisions of Haryana Apartment Ownership Act, 1983 and other applicable laws.
37. THAT the Unit Allottee(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Unit Allottee(s) is liable to pay, as agreed under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement, to keep the Company and its agents and representatives, estate and effects indemnified and harmless against the said payments and observance, performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions except in so far as the same are to be observed and performed by the Company or its Service Agents.
38. THAT the Company (Financial institution, in case of loan) shall always have the first lien / charge on the said premises (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Unit Allottee(s) to the Company/financial institution under this Agreement.
39. THAT unless a Conveyance Deed is executed and registered, the Company shall continue to be the owner of the said premises and all amounts paid by the Unit Allottee(s) under this Agreement shall merely be an advance payment for purchase of allotted premises and shall not give him any lien or interest on the said premises until he/she has complied with all the terms and conditions of this



Agreement and a Conveyance Deed of the said premises has been executed and registered in his/her favour.

40. THAT the Company shall, in its sole discretion, be entitled to appropriate the money received from the Unit Allottee(s) towards any account and the appropriation so made shall not be questioned by the Unit Allottee(s).
41. THAT in case the said premises are not used and occupied by the Unit Allottee(s) himself/herself, he/she shall ensure that all obligations, liabilities and responsibilities devolving upon him/her under this Agreement shall be made by him equally binding on the occupier as part and parcel of the terms and conditions of the Agreement with the occupier.
42. THAT the Unit Allottee(s) and the persons to whom the said premises are let, sublet, transferred, assigned or given possession of, shall, from time to time, sign on all such applications, papers and documents and to all acts, deeds and things as the Company may require for safeguarding the interest of the Company and/or the Unit Allottee(s) in the said complex.
43. THAT all notice to be served on the Unit Allottee(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Unit Allottee(s) by prepaid post under certificate of posting at his address specified below:  
.....  
.....  
.....  
..... and it shall be the responsibility of the Unit Allottee(s) to inform the Company by a registered (AD) letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him, at the time, when those would ordinarily reach at such address and the Unit Allottee(s) shall be fully liable for any default in payment and other consequences that may accrue there from.
44. THAT in case there are joint Unit Allottee(s), all communications shall be sent by the Company to the Unit Allottee(s) whose name appears first and the address given by him which shall for all purpose be considered as served on all the Unit Allottee(s) and no separate communication shall be necessary to the other named Unit Allottee(s). The Unit Allottee(s) has agreed to this condition of the Company.
45. THAT the Unit Allottee(s), if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Unit Allottee(s) shall furnish the required declaration in Company's prescribed formate.

46. THAT, if the Unit Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Unit Allottee(s) whether in or outside India, for acquiring the said premises for the Unit Allottee(s) the Company shall in no way whatsoever, be responsible there of and no such commission or brokerage shall be deducted from the amount of sale price agreed to be payable to the Company for the said premises.
47. THAT the Company has entered into separate agreements with the Unit Allottees of other Shops/Showrooms/Office/Other Spaces of the said complex and have incorporated therein the same and similar such exceptions, reservations, obligations and restrictions imposed upon the Unit Allottee(s) and incorporated in these presents as intended to be binding on all the Unit Allottees of Showrooms/Shops/Office/ Other spaces in the said complex for the benefit of all the Unit Allottees and occupiers of different Showrooms/Shop/Office/Other Spaces/Unit of the said complex.
48. THAT failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a waiver of any of the provisions or of the right thereafter to enforce each and every provision.
49. THAT, if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such a provision shall be deemed amended or deleted in so far as reasonably consistent 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 in accordance with their terms.
50. THAT this Agreement is the only Agreement touching upon the purchase of the said premises by the Unit Allottee(s) and supersedes prior discussions or any other Agreement or arrangement, whether written or oral, if any, between the parties and a variation in any of the terms hereto, except under the signature of the authorized signatory of the Company, shall not be binding on the Company.
51. THAT this Agreement shall be subject to force majeure conditions such as strikes, lockouts and/or any other factors beyond the control of the Company. It is also subject to such government regulations as may be in force from time to time.
52. THAT the High Court for the States of Punjab and Haryana at Chandigarh and Courts in Haryana/subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
53. THAT unless it be repugnant to the context, for all intents and purposes, singular includes plural and masculine gender includes the feminine gender as well as an unnatural person. These expressions shall also be deemed to have been modified and read suitably wherever Unit Allottee(s) is a joint stock company or any other body corporate or organization or an association.

In Witness Whereof the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hand at places and on the day, month and year mentioned under their respective signatures.

**Signed and Delivered within named Company, JMD LTD**

By its duly constituted Attorney/Authorised Signatory .....  
At ..... On ..... 20..... in  
the presence of

1. **Signature** .....  
**Name** .....  
**Address**.....

2. **Signature** .....  
**Name**.....  
**Address**.....

**Signed and Delivered by the within named Unit Allottee(s)** .....  
At ..... On ..... 20..... in  
the presence of

1. **Signature** .....  
**Name** .....  
**Address**.....

2. **Signature** .....  
**Name**.....  
**Address**.....

**ANNEXURE – 1**

**DESCRIPTION OF PLOT OF LAND**

ALL THAT licensed commercial site land total measuring 17 Kanal 07 Marla 03 Sarsai i.e. 2.17 Acres comprising Khewat/Khata No. 1340/1460 Mustil No. 131 Killa No. 11/3 (02-11-0); Khewat/Khata No. 1271/1415 Mustil No. 132 Killa No. 14/2/2/2 (02-12-07), 15/2/2 (04-04-05); Khewat/Khata No. 1341/1461 Mustil No. 132 Killa No.16/1 (05-07), 17/1 (02-01), 11/2(00-11) situated in Sector 67, Village Badshahpur, District Gurgaon (Haryana).

**Company**

**Unit Allottee(s)**

**ANNEXURE – II**  
**SCHEDULE OF PAYMENTS**

**DOWN PAYMENT INSTALLMENT PLAN “A”**

(Rebate 05% on the Basic Price)

- At the time of booking : 15% of BSP
- Within 30 days from the date of booking : 75% of BSP + EDC + IDC+ 100% of PLC
- Balance 05%, IFMS and other charges (if any) at the time of possession.

**INSTALLMENT PLAN “B”**

- At the time of booking : 10% of BSP+ 15% of PLC
- Within 30 days from the date of booking : 15% of BSP+ 10% of PLC
- On Bhoomi Pujan : 10% of BSP+ 10% of PLC + 25% EDC & IDC
- Within next three months : 7.5% of BSP+ 7.5% of PLC + 25% EDC & IDC
- Within next three months : 7.5% of BSP+ 7.5% of PLC + 25% EDC & IDC
- Within next three months : 7.5% of BSP+ 7.5% of PLC + 25% EDC & IDC
- Within next three months : 7.5% of BSP+ 7.5% of PLC
- Within next three months : 7.5% of BSP+ 7.5% of PLC
- Within next three months : 7.5% of BSP+ 7.5% of PLC
- Within next three months : 05% of BSP+ 5% of PLC
- Within next three months : 05% of BSP+ 5% of PLC
- Within next three months : 05% of BSP+ 5% of PLC
- At the time of possession : 05% of BSP+ 5% of PLC+IFMS and other charges (if any)

**PROGRESS LINKED INSTALLMENT PLAN “C”**

- At the time of booking : 10% of BSP+ 15% of PLC
- Within 45 days from the date of booking : 15% of BSP+ 10% of PLC
- On Bhoomi Pujan : 10% of BSP+ 10% of PLC+ 25% EDC & IDC
- On casting of lower basement roof : 05% of BSP+ 5% of PLC+ 25% EDC & IDC
- On casting of upper basement roof : 05% of BSP+ 5% of PLC+ 25% EDC & IDC
- On casting of Ground floor roof slab : 05% of BSP+ 5% of PLC+ 25% EDC & IDC
- On casting of 1<sup>st</sup> floor roof slab : 05% of BSP+ 5% of PLC
- On casting of 2<sup>nd</sup> floor roof slab : 05% of BSP+ 5% of PLC
- On casting of 3<sup>rd</sup> floor roof slab : 05% of BSP+ 5% of PLC
- On casting of 4<sup>th</sup> floor roof slab : 05% of BSP+ 5% of PLC
- On casting of 5<sup>th</sup> floor roof slab : 05% of BSP+ 5% of PLC
- On casting of 6<sup>th</sup> floor roof slab : 05% of BSP+ 5% of PLC
- On completion of external plaster : 05% of BSP+ 5% of PLC
- On completion of external cladding : 05% of BSP+ 5% of PLC
- On completion of internal electrification : 05% of BSP+ 5% of PLC
- At the time of possession : 05% of BSP+ 5% of PLC+IFMS and other charges (if any)

**\* PLUS SERVICE TAX & VAT AS APPLICABLE THEREON.**

**COMPANY**  
**PREPARED BY**

**UNIT ALLOTTEE (S)**  
**CHECKED BY**

## **ANNEXURE – III**

### **SPECIFICATION**

#### **1. COMPLEX DATA**

Site Area : 2.17 Acres.  
Total Permissible FSI : 13,102.41 Sq. Mtr. or 1,41,034.34 Sq..ft.  
Total Permissible FSI  
with the Company : 8,909.638 Sq.Mtr. or 95,903.35 Sq. ft.  
No. of Storeys : Seven

#### **2. STRUCTURE 3 LEVEL**

Foundation : Complete R.C.C foundation  
Super Structure : R.C.C controlled concrete framed structure

#### **3. ARCHITECTURE**

- Colorful polished granite/marble/tile flooring in common lobby(ies).
- Polished granite/marble permanent cladding on external surfaces of showrooms.
- Decorative permanent type textured exterior finish on tower blocks.
- Anodised aluminium curtain wall with bronze grey tinted reflective tough-ened glass in floors.
- Aluminium windows/glazing with clear toughened glass for showrooms.
- Stainless steel handrail with transparent polycarbonate sheet stair railing in atrium.
- Perforated aluminium lineal false ceiling in public areas.
- Mural, water bodies, landscape in atrium.

#### **4. ELECTRICAL**

- Power back-up with copper wiring distribution.

#### **5. FIRE PROTECTION**

- Sopisticated fire protection system comprising hydrants, sprinklers, automatic fire detection and alarm system.

#### **6. ELEVATORS**

Passengers and Service Elevators.

**Company**

**Unit Allottee(s)**

## **ANNEXURE – IV**

### **SCHEDULE OF MAINTENANCE**

Maintenance of the said complex involves not only keeping it in a state of good repair and renovation but also provision for the following common services in it:

- (i) The cost of maintenance and repairs of the main structure and common passages, corridors, compound wall, terraces etc. of the other Showroom(s) Owner(s) of the said complex and all such spaces used and enjoyed by the Unit Allottee(s) in common with other Showroom(s)/Other Space Owners in the said complex.
- (ii) Cost of maintenance and repair of lifts including replacement of parts and labour etc.
- (iii) Cost of lighting passage, corridors, basement and other common spaces in the said complex.
- (iv) Cost of water used for gardens, common toilets and for other common services.
- (v) Painting and polishing of the exterior of the said complex and all common passages and corridors etc.
- (vi) Insurance of the said complex against earthquake, fire and civil commotion.
- (vii) Repair and maintenance of underground water reservoir, overhead tanks, water lines etc., and to ensure continuous supply of clean water.
- (viii) Maintenance and repair of all common soil, water pipes, sewer lines, main holes etc.
- (ix) Insurance of passengers traveling in lifts against all type of accidents.
- (x) Free service of electrician/plumber to occupants for minor jobs in their Showrooms/Other Spaces , replacement of fuses, starters, chokes, tubes, holders of bulbs etc. are to be attended by electrician, free of charge. The plumber likewise is expected to attend to leaking pipes, cisterns, choked pipes and siphon defects etc. freely provided that the material used in rectification of the minor defects by the electrician and the plumber is to be provided by the occupiers of the Showrooms/Shop/Office/Other Spaces.
- (xi) Watch and ward of the said complex.
- (xii) Maintenance of regular staff like Manager, Accountant, Lift operator, Chowkidars, Housekeepers etc. to render the aforesaid services.
- (xiii) Replacement of capital goods/fixed assets like lifts, pumps, electric cables, generators etc.
- (xiv) Maintenance and repair of the fire fighting equipment as also providing any other equipment and maintenance thereof as may be required and to be provided by any statutory authority at any time hereafter.
- (xv) Maintenance and repairs of electric substation, meter box, electric standby generator.
- (xvi) Such other expenses, as may be deemed by the Company or service agents, as necessary or incidental for the maintenance and upkeep of the said complex.

**Company**

**Unit Allottee(s)**

**ENDORSEMENT**

I/We hereby assign all the rights and liabilities under this agreement in favour of

---

---

---

**TRANSFEROR**

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by \_\_\_\_\_

---

---

---

**TRANSFeree**

The above transfer is hereby confirmed

**For JMD Ltd**

**Director**

---

**ENDORSEMENT**

I/We hereby assign all the rights and liabilities under this agreement in favour of

---

---

---

**TRANSFEROR**

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by \_\_\_\_\_

---

---

---

**TRANSFeree**

The above transfer is hereby confirmed

**For JMD Ltd**

**Director**



**ENDORSEMENT**

I/We hereby assign all the rights and liabilities under this agreement in favour of

---

---

---

**TRANSFEROR**

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by \_\_\_\_\_

---

---

---

**TRANSFeree**

The above transfer is hereby confirmed

**For JMD Ltd**

**Director**

---

**ENDORSEMENT**

I/We hereby assign all the rights and liabilities under this agreement in favour of

---

---

---

**TRANSFEROR**

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by \_\_\_\_\_

---

---

---

**TRANSFeree**

The above transfer is hereby confirmed

**For JMD Ltd**

**Director**