

AGREEMENT



ild  **Grand**
LUXURY APARTMENTS

Sector-37C, Gurgaon



APARTMENT BUYER'S AGREEMENT

BETWEEN

M/S ALM INFOTECH CITY PVT. LTD.

AND

Mr. Rajbir Singh & Mrs. Snehlata Singh

Village & Post Office Rawaldhi, Tehsil-Charkhidadri, Dist.

Bhiwani, Haryana-127306

APARTMENT NO. 5B

FLOOR 5th

TYPE 3BR

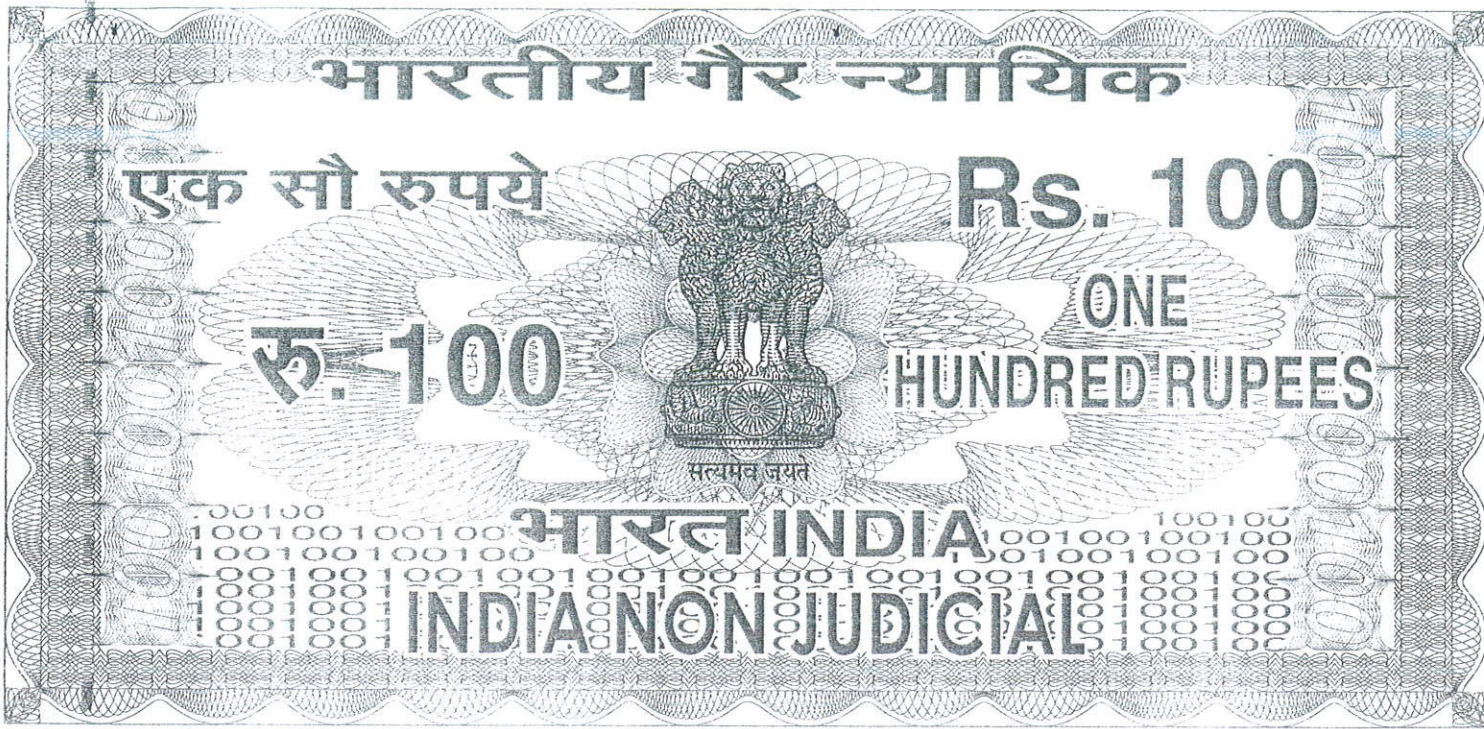
TOWER Skylark(A2)

IN

ILD GRAND

SECTOR-37C, GURGAON, HARYANA (INDIA)





हरियाणा HARYANA

R 874355

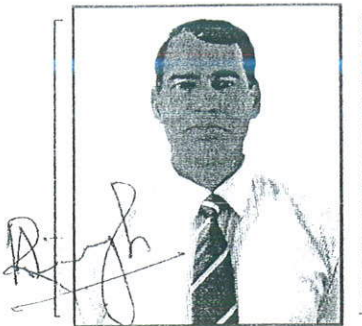
This stamp paper forms integral part of Developer-Buyer Agreement dated 22nd February 2016 between ALM INFOTECH CITY PRIVATE LIMITED, having its registered office at B-418, New Friends Colony, New Delhi-110025 and Mr. Rajbir Singh, S/o Mr. Omkar Singh, & Mrs. Snehlata Singh W/o. Rajbir Singh, Resident of Village & Post Office Rawaldhi, Tehsil-Charkhidadri, Dist. Bhiwani, Haryana-127306.

Rajbir Singh
Snehlata Singh

Allottee(s)

M/s ALM Infotech City Private Limited

[Signature]
Authorised Signatory (ies)



APARTMENT BUYER AGREEMENT

THIS AGREEMENT is made at *Gurgaon* on this *22nd* Day of *Feb* 2016

BETWEEN

M/s ALM Infotech City Private Limited a company registered under the Companies Act, 1956 and having its registered office at B-418, New Friends Colony, New Delhi- 110025 (INDIA) and corporate office at ILD Trade Centre, Sector-47, Sohna Road, Gurgaon, Haryana represented herein through duly constituted attorney of the Developer, (hereinafter referred to as the “**DEVELOPER**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, executors. and assigns) of the **FIRST PART**;

AND

***1. Shri/Smt. ... Rajbir Singh**

Son/Daughter/Wife of Shri ... Omkar Singh.....

Resident of ... Village & Post Office Rawaldhi, Tehsil-Charkhidudri, Dist. Bhiwani, Haryana-127306.....

***2. Shri/Smt. ... Snehlata Singh.....**

Son/Daughter/Wife of Shri ... Rajbir Singh.....

Resident of ... Village & Post Office Rawaldhi, Tehsil-Charkhidudri, Dist. Bhiwani, Haryana-127306.....

(* to be filled up in case of Joint Allottee(s))

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

-(The Developer and the Allottee(s) shall be hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”).

WHEREAS *M/s Jubilant Malls Pvt. Ltd. and M/s Goldman Malls Pvt. Ltd.*, (hereinafter referred to as the “**Owners**”) own and possess a parcel of land admeasuring 15.4829 Acres (approx.) situated at Sector-37-C, Gurgaon, Haryana, (hereinafter referred to as the “**said land**”) over which the License bearing No. 13/ 2008 has been granted by the Director General, Town and Country Planning, Haryana, Chandigarh and presently being developed by *M/s ILD Millennium Pvt. Ltd.* which is a Joint venture Company between the Developer and *SI Viridian India Property Fund Pvt. Ltd.* (formerly known as Millennium Spire Limited).

AND WHEREAS the said Jubilant Malls Pvt. Ltd. along with Shri Rampal Singh S/o Shri Sant Ram; Shri Sat Prakash S/o Shri Hoshiar Singh; Shri Rakesh Kumar & Shri Naresh Kumar Ss/o Shri Ranbir Singh; Smt. Sushila Devi D/o Shri Ranbir Singh; and Smt. Naraini Devi Widow of Late Ranbir Singh also own and possess a parcel of land admeasuring 5.697 Acres (approx.) adjacent to the said land situated at Sector-37-C, Gurgaon, Haryana. (hereinafter referred to as the “**Additional land**”).

Allottee(s)

M/s ALM Infotech City Private Limited

Authorized Signatory(ies)

AND WHEREAS the Developer and the aforesaid owners have reached to an understanding for the purpose of developing the said Additional Land into a residential colony / group housing of high standard after obtaining the requisite additional licenses / permission from authorities concerned for change of land use and carrying out residential/commercial development on the said additional land as permissible under law.

AND WHEREAS in accordance with the said arrangement/agreement with such owners, the Developer is in the process of developing a residential colony/group housing to be known as "ILD GRAND" on the said Additional Land after obtaining additional license bearing No.96/2010 dated 03.11.2010 (over an area of 1.36 Acres) & 118/2011 dated 26.12.2011 (over an area of 4.337 Acres) total area of 5.697 Acres obtained in the name of the Owners and other permission/approvals for the said purpose in the name of the owners from the Director, Town & Country Planning Haryana, Chandigarh (hereinafter referred to as "said Project").

AND WHEREAS in accordance with the said additional licenses, the Developer is in the process of developing a residential group housing colony known as "ILD GRAND" (hereinafter referred to as "said Project or Colony or Complex") on the said Additional Land in terms of the additional licences granted and after obtaining other permission/approvals for the said purpose from the Director General, Town & Country Planning Haryana, Chandigarh and other govt. agency(ies).

AND WHEREAS the Developer / other associates of the Developer may be acquiring / adding 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 the Said Project and shall be deemed to form part of this Agreement.

AND WHEREAS the Developer has specifically made clear that the layout plan of the Said Project, presently annexed hereto as Annexure-A is tentative and subject to change as may be required necessary by the Developer and subject to its approval by The Director, Town & Country Planning, Haryana, Chandigarh and any changes/directions/ conditions imposed by The Director, Town & Country Planning, Haryana, Chandigarh, while approving the proposed layout plans, shall be binding on both the Allottee(s) and the Developer and the Allottee(s) hereby agrees that it shall not be necessary on the part of the Developer to seek consent of the Allottee(s) for the purpose of making any changes as per requirement and/or in order to comply with such directions / condition / changes and the layout plan of the Said Project, as may be amended and approved from time to time, shall supersede the proposed layout plan as given in Annexure-A hereto and/or previously approved layout plan(s), as the case may be, and shall automatically form a part of this Agreement as Annexure-A in place of presently attached layout plan or previously approved layout plan(s) as the case may be. However, if the Allottee(s) conveys his dissent/disagreement with such changes in the Lay-out plan within 30 days of such change, the Developer shall try to accommodate such Allottee(s) to the Unit of similar description as initially opted by the Allottee(s) and in case of non-availability or non acceptance of substituted unit or the changed/modified unit, the Allottee(s) shall have freedom to seek withdrawal from the booking/allotment of the Unit and under such circumstances, the Developer shall refund the entire amount received from the Allottee(s) within 90 days of such request for refund. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any other manner whatsoever by the Allottee(s).

AND WHEREAS the Developer has further clarified to the 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.

AND WHEREAS the Developer has further clarified to the Allottee(s) that the 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 Unit in the Project known as "ILD Grand" which may consist of other Residential Units, Duplex, Shop, Office Space to be developed / constructed on a portion of the said project land earmarked and delineated in the Said Project in accordance with the building plan(s) approved by the competent authorities.

AND WHEREAS the Developer has explained to the Allottee(s) that the purpose of description of entire Project is merely to acquaint the Allottee(s) with the overall picture of the development that may take place in the Project, and that such tentative description of the overall development plan of the Project is not intended to convey to the Allottee(s) any impression of any right, title or interest in any of the zones/phases to be developed in or in any



Allottee(s)

M/s ALM Infotech City Private Limited


Authorized Signatory(ies)

land(s) falling outside the said Portion of additional land/Unit specifically earmarked for the development/construction of the Project which is the subject matter of this Agreement.

AND WHEREAS the Allottee(s) has applied for the allotment of a Residential Apartment and the Developer on acceptance of the said application has allotted a residential Apartment bearing No. 5B Block Skylark(A2) Type 3BR. situated at 5th Floor having super area of 1819. square ft. (168.99. sq. meters) and approx. built-up area of 1364 sq.ft. (herein referred to as the "said Unit") located at "ILD Grand" and upon the Allottee(s) fulfilling all his obligations under this Agreement, the Developer will execute the final Deed of Conveyance for the transfer of title in favour of the Allottee(s) in accordance with the terms and conditions of this Agreement. The tentative Unit/ Floor / Duplex Plan of the said Unit is attached herewith as Annexure-B which shall be finished in accordance with the specifications enumerated in Annexure-C hereto.

AND WHEREAS it is fully understood and agreed by the Allottee(s) that based on this understanding, the Developer shall obtain necessary approval, sanctions and permissions as part of its integrated development of the "ILD Grand", and start construction of the said Unit in accordance with the building plans to be sanctioned by the Competent Authority.

AND WHEREAS the Allottee(s) is aware that the Developer is still in the process of developing the "ILD Grand" proposed to be developed on the said additional Land, and in pursuance thereof it is understood and agreed by the Allottee(s) that the location, dimension, size of said Unit is tentative and subject to increase/decrease and may, in case of necessity or as per the direction of the competent authorities, be modified and revised or changed from time to time during the course of its completion and till the grant of the Occupation Certificate. However, if the Allottee(s) conveys his dissent/disagreement with such changes in the Lay-out plan within 30 days of such change, the Developer shall try to accommodate such Allottee(s) to the Unit of similar description as initially opted by the Allottee(s) and in case of non-availability or non acceptance of substituted unit or the changed/modified unit, the Allottee(s) shall have freedom to seek withdrawal from the booking/allotment of the Unit and under such circumstances, the Developer shall refund the entire amount received from the Allottee(s) within 90 days of such request for refund. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any other manner whatsoever by the Allottee(s).

AND WHEREAS it is specifically clarified by the Developer and duly understood and accepted by the Allottee(s) that the tentative Layout Plan (as given in Annexure-A); Tentative Floor/Apartment Plan (as given in Annexure-B); and details of specifications (as given in Annexure-C) forms the basis for calculation of the sale consideration under this Agreement, is tentative and subject to change as to size, area, location, dimensions, specifications etc. until the completion of the construction of the said Unit and the competent authority issues the occupation certificate in respect of such Unit/Project.

AND WHEREAS it is specifically clarified by the Developer and accepted by the Allottee(s) that the Area of the said Unit, if provided with usable balcony(ies) and open terrace(s), shall also include the area of such terrace(s) and balcony(ies) as provided herein. Notwithstanding the inclusion of such areas, the Allottee(s) shall not cover or construct on such terrace(s) and balcony(ies) and shall only use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever. Further, the Allottee(s) shall not vary or alter in any manner or tamper with the elevation, height or colour scheme of the exteriors and the boundary wall of the said Unit or extend the Built-up Area of the said Unit in any manner unless specifically provided herein.

AND WHEREAS the Allottee(s) has demanded from the Developer and the Developer has allowed the Allottee(s) inspection of the said Portion of additional land, plans, ownership record of the Project/ additional land underneath the said Unit and all other documents relating to the title, competency and all other relevant details and the Allottee(s) has confirmed that he is fully satisfied in all respects with regard to the right, title and interest of the Developer in the additional land underneath the said Unit/ said additional land on which the said Project is being developed and has understood all limitations and obligations of the Developer in respect thereof. The Allottee(s) has agreed that there shall be no further investigations or objections by him in this regard and further that he is fully satisfied of the competency of the Developer to enter into this Agreement.

AND WHEREAS the Allottee(s) acknowledges that the Developer has readily provided all information, clarifications as required by him and he 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, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property or any other physical characteristics thereof, the services to be provided to the Allottee(s), the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented in this Agreement and Application Form and that the

M/s ALM Infotech City Private Limited

Allottee(s)

Authorized Signatory(ies)

Allottee(s) has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase the said Unit. 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.

AND WHEREAS the Allottee(s) has confirmed that he has fully verified and satisfied himself in all respects with regard to the right, title and interest of the Developer in the additional Land as well as the said Unit and the licences, plans etc. and has understood all limitations and obligations of the Developer in respect thereof. The Allottee(s) acknowledges that he has verified independently about the title and competency of the Developers to sell the said Unit and is fully satisfied in this regard in all respects.

AND WHEREAS the Allottee(s) has confirmed to the Developer that he is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Project in general and the said Unit in particular and the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the Developer relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his application to allot a residential Unit and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. DETAILS OF THE UNIT, PRICE PAYABLE, DETAILS OF ITEMS INCLUDED AND ITEMS NOT INCLUDED IN THE PRICE

- i. In accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Said Unit detailed below along with undivided proportionate share in the land underneath the Building in which the said Unit is located calculated in the ratio which the super area of the said Unit bears to the total super area of all the Units in the said Building/Tower.

PARTICULARS OF THE SAID UNIT:

Unit No.	Floor No.	Tower/Block	Unit Type	Super Area (sq.ft.)	Whether PLC	Utility
5B	5th	Skylark(A2)	3BR	1819	No	Yes

AMOUNT PAYABLE:

S.No.	DESCRIPTION OF CHARGES	RATE		RUPEES
A	Basic Sale Price (Super area)	4343/- Per. Sq.ft.	:	78,99,917/-
B	FDC & IDC (Super area)	335/- Per. Sq.ft.	:	6,09,365/-
C	Specification Charges (Super area)	NIL/- Per. Sq.ft.	:	/-
D.	EEC/ FFC/Electrical & Water Securities			As Applicable
E	Preferential Location Charges, if any (Super area)	/- Per. Sq.ft.	:	Nil/-
F	Club Membership Charges and other utility charges		:	Nil/-
G	Interest Free Maintenance Security (Super area)	50/- Per. Sq.ft.	:	90,950/-
H	Power Back up Charges (Super area)		:	As Applicable
I	Registration & Stamp Duty Charges		:	As Applicable
J	Other charges, if any		:	As Applicable

M/s ALM Infotech City Private Limited

Allottee(s)

Authorized Signatory(ies)

K	Service Tax (extra)		:	As Applicable
Total			:	86,00,232/-
Down Payment/timely payment discounts, if any			:	
Total Amount Payable (Rupees)			:	86,00,232/-

- ii. That the Allottee(s) has paid a sum of Rs 26,73,525/- (*Rupees Twenty Six Lac Seventy Three Thousand Five Hundred Twenty Five Only*) being part payment towards the total consideration of the said Unit at the time of and/or subsequent to the booking application, the receipt of which the Developer doth hereby acknowledge and the Allottee(s) shall and doth hereby agree to pay the remaining consideration of the Unit as prescribed in Schedule of Payments in **Annexure-D** attached with this Agreement along with all other charges, securities, taxes etc. as may be demanded by the Developer within the time and in the manner specified therein.
- iii. The total price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase in Area of the Unit, EDC & IDC, increases on account of additional fire safety measures, increases in all types of securities to be paid by the Allottee(s), deposits and charges and increase thereof for bulk supply of electrical energy and all other increases in cost / charges specifically provided for in this Agreement and / or any other charges, taxes, cess which may be levied or imposed by the Government / statutory authorities from time to time.
- iv. The Basic Sale Price does not include the (i) External Development Charges (EDC) (ii) Infrastructure Development Charges (IDC) (iii) Preferential Location Charges (PLC) (iv) Electricity Connection Charges (v) Club Membership Fees & other utility Charges (vi) IFMS (vii) (xi) Securities (xii) Other Charges as mentioned herein are additionally payable by the Allottee(s) in terms of the schedule of payments in **Annexure-D** or as demanded by the Developer.
- v. The Allottee(s) thereby agrees that if due to any change in the layouts/ plans or otherwise said Unit ceases to be preferentially located, then the Allottee(s) shall be entitled to the refund of the amount of Preferential Location Charges or at his option get the same adjusted against the installments to be paid by him without any interest or compensation. The Developer shall endeavor to relocate the said Unit in another location in **ILD Grand** with similar preferential Location. If due to any change in the lay-out plans, any non preferentially located Unit becomes preferentially located, then the Allottee(s) undertakes to pay additional preferential location charges to the Developer calculated at rate applicable for such preferential location(s) in the manner as stated in the schedule of payments or as demanded by the Developer.
- vi. The payment of proportionate External Development Charges (EDC) and Infrastructural Development Charges (IDC) along with any interest thereon shall always be borne and paid by the Allottee(s), as determined by the Director Town & Country Planning (DTCP), Haryana, Chandigarh which is subject to revision. In case of revision, the same shall be payable by Allottee(s) on demand by the Developer. If such charges are increased (including with retrospective effect), after the sale/conveyance deed has been executed and the same becomes due and payable, the Allottee(s) shall pay the same and such "charges", shall be treated as unpaid sale price of the said Unit and the Developer shall have the final charge/ lien on the said Unit for recovery of such charges from Allottee(s). This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Owner and the Allottee(s).
- vii. That the EDC & IDC excludes amounts which may be demanded by the Government on account of enhancement of compensation for acquisition of land for the purposes of providing external services or expenses for arranging electric connection from Haryana State Electricity Board for electrification of the colony or if the decision is taken by the Government to levy proportionate development charges with regard to State/National Highways, transport, irrigation facilities etc., the same shall be recovered from the Allottee(s) as and when demanded by the government authorities within a specified period as per rates, terms and conditions so determined by the Government. The amount of the aforesaid charges from the Allottee(s) as apportioned by the Developer shall be final and binding on the Allottee(s).

Allottee(s)

M/s ALM Infotech City Private Limited

Authorized Signatory(ies)

- viii. The Allottee(s) also undertakes to pay regularly on demand the maintenance charges and also other charges including taxes, levies and other demands of the government in proportion to the area allotted to him. In the event of any increase in such charges whether prospective or retrospective even after the Sale Deed/ Conveyance Deed has been executed, these charges shall be treated as unpaid sale price of the Unit and the Developer shall have lien on the Unit of the Allottee(s) for recovery of such charges.
- ix. The stamp duty charges and registration charges for execution of the Conveyance Deed in favour of the Allottee(s) shall be paid extra in accordance with the Payment Plan in Annexure-D or as and when demanded by the Developer.
- x. The Sale Consideration does not include any taxes, surcharge, etc. which is payable or levied on this transaction, sale and purchase of this unit. The Allottee(s) agrees and undertakes to pay any fresh incidence thereof that may be applicable on account of any fresh tax, levy, fees, charges, statutory dues or cess whatsoever including Value Added Tax (VAT), G.S.T., Service Tax, etc. on the rates as applicable including any enhancement or increase thereof, even if it is retrospective in effect. The Allottee(s) undertakes to pay such proportionate amount, if any, promptly on demand by the Developer.
- xi. It is made clear by the Developer and the Allottee(s) agrees that the sale price of the said Unit shall be calculated on the basis of the super area 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 Unit shall be confirmed by the Developer 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 Unit shall be re-calculated upon confirmation by the Developer of the final super area of the said Unit and any increase or reduction in the super area of the said Unit shall be payable or refundable, as the case may be, without any interest. If there shall be increase in super area, the Allottee(s) agrees and undertakes to pay for the increase in super area immediately on demand by the Developer as and when such demand is intimated to the Allottee(s) by the Developer 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 Allottee(s) shall be adjusted by the Developer from the final installment as set forth in the Schedule of Payments in Annexure – D.
- xii. That the Super Area for the purpose of calculating the sale price in respect of the said Unit shall be the sum of Unit area of the said Unit and its pro-rata share of Common areas in the entire said building/tower and pro-rata share of other Common areas outside the Unit buildings earmarked for use of all Allottee(s) in "ILD Grand" which include verandah and balcony, inclusive of the area under periphery walls, areas under the columns and walls, area utilized for services viz. area under staircases, machine rooms, electric sub-stations, circulation area, walls, lifts, shafts, mummy, water tank, passages, corridors, lobbies and refuge area etc. The proportionate indivisible share in the land, covering the plinth of the building shall jointly belong to the Allottee(s) and the Allottees of other Units in the said Complex.
- xiii. The Built-up area of the said Unit, 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/Units, which form integral part of said Unit and Common areas shall mean all such parts/areas in the building / tower / "ILD Grand" including entrance lobby, Driver's/common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircase, mummies, services areas including but not limited to lift machine room, water tank, maintenance office/stores, security/ fire control rooms the club, and architectural features, if provided.
- xiv. Super Area of the Unit provided with exclusive open terrace(s) shall also include area of such terrace(s). 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.
- xv. 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 Unit 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 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.
- xvi. It is specifically made clear that the computation of Super Area of the Unit does not include the following:

- a. Sites for Shop(s).

Allottee(s)

M/s ALM Infotech City Private Limited

Authorized Signatory(ies)

- b. Sites/Buildings/Area of Community Centers/Amenities like Schools, Dispensary, Creche, Religious Buildings, Health Centers, Police Posts etc
 - c. Roof/top terrace above Units excluding exclusive terrace allotted to Apartment/Duplex.
 - d. Car parking area in and around Building
- xvii. The Allottee(s) confirms that he has read, understood and agrees to this definition and that he has no objection to the same and the Allottee(s) has assured the Developer that after having agreed to the definition of super area as the basis for the purchase and payment of price of the said Unit, he shall not raise any dispute or make any claims etc. at a later date in this regard.
- xviii. It is further clarified to the Allottee(s) that the Developer has calculated the total price payable for, the said Unit on the basis of its super area. The Developer makes it abundantly clear to the Allottee(s) that he shall be entitled to the ownership rights and rights of usage only as per details given below:
- i) The Allottee(s) shall have ownership of the said Unit consisting of the Unit area only. The Unit area is included in the computation of super area.
 - ii) The Allottee(s) shall have undivided proportionate share in the common areas and facilities within the said Building only. As the share of Allottee(s) in the common areas and facilities is undivided and cannot be separated this would require him to use the common areas and facilities within the said Building harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
 - iii) The Allottee(s), without any ownership rights, shall also have usage rights in the common areas and facilities within "ILD Grand" and other common facilities, if any, which may be located within or outside "ILD Grand". The Allottee(s) shall be entitled to use the common areas and facilities within "ILD Grand" harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them on payment of fees, charges etc in timely manner.
 - iv) The Allottee(s) agrees that car parking space allotted to him if any, for exclusive use shall be deemed to be together with the Unit and the same shall not have independent legal entity detached from the said Unit. The Allottee(s) undertakes not to sell/transfer/deal with the reserved parking space independent of the said Unit. The Allottee(s) undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Complex. It is specifically made clear and the Allottee(s) agrees that the service areas provided anywhere in the said Complex shall be kept reserved for services, use by maintenance staff etc. and shall not be used by the Allottee(s) for parking his vehicles. The Allottee(s) agrees and confirms that the reserved parking space allotted to him shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Unit 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.
 - v) The total price of the said Unit mentioned in the schedule of payments in Annexure-D of this Agreement is inclusive of the cost of providing electric wiring and switches in each Unit and firefighting equipment in the common areas within the said Building/said Complex as prescribed in the fire fighting code/regulations under National Building Code, amendment No.3 of January, 1997. Power back-up, if any, shall be provided to the Unit from standby generators as per the load agreed at additional cost. Availment of power back-up facility, if provided by the Developer, shall be mandatory for all Unit Allottee(s) and shall be subject to timely payment of power back-up and maintenance charges as may be fixed by the Developer of maintenance agency from time to time. The total price of the said Unit does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Allottee(s) at his own cost and expenses. 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 Developer or any of its nominees at its sole discretion, replacement of machinery is required and/or additional fire safety measures are undertaken, then the Allottee(s) undertakes to pay within thirty (30) days from the date of written demand by the Developer, the additional expenditure incurred thereon along with other Allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Building/said Complex as determined by the Developer.
 - vi) In addition to the above, the Allottee(s) shall have the ownership of undivided proportionate share in the land underneath the said Building/Unit only. The undivided proportionate share of land underneath the said Building/Unit shall be calculated in the ratio of area of the Unit to the total area of all the Units within

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the said Building only. It is made abundantly clear by the Developer and agreed by the Allottee(s) that no other land(s) is/are forming part of this Agreement, and the 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 subject, however, to the timely payment of maintenance charges by the Allottee(s).

- xix. All other land(s), areas, facilities and amenities, including those covered/contained in the colony known as "ILD Spire Greens" developed under license no.13/2008 are specifically excluded from the scope of this Agreement and the 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 area for calculating the sale price and, therefore, the Allottee(s) has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Allottee(s) agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Developer and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Developer.
- xx. All land/areas [except the general common areas and facilities within the said Complex earmarked for common use] falling within/outside the additional land/land underneath the said building/Unit, or any other facility or amenity as may be provided at the sole option and sole discretion of the Developer or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to schools, clubs, dispensaries, shops, facilities, amenities etc. are specifically excluded from the scope of this Agreement and the 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 stilt of the said Building, the said Portion of additional Land or anywhere in Said Complex. The Allottee(s) hereby gives an irrevocable undertaking to the Developer that he shall never claim any rights, title nor any interest in these land(s), areas, facilities and amenities etc., as they are specifically excluded from the scope of this Agreement and are not included in the computation of the area in any manner, and for which the Allottee(s) has not paid any money to the Developer in any form or manner whatsoever and that the Allottee(s) agrees that he 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 the Developer 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 may deem fit in its sole discretion.
- xxi. 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 additional Land are clearly outside the scope of this Agreement and the 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 additional Land/Building. The Developer 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 Developer may deem fit in its sole discretion.
- xxii. The Allottee(s) confirms and represents that he has not made any payment to the Developer in any manner whatsoever and the Allottee(s) hereby agrees that the Developer has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the 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/Unit 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 in its sole discretion and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Allottee(s). Further the Developer has made clear to the Allottee(s) that it shall be carrying out extensive developmental / construction activities now and for many decades in future in the entire area falling outside land underneath the said Building/Unit and that the Allottee(s) has confirmed that he shall not raise any objection or make any claims or fail to pay installments in time as stipulated in Schedule of Payments in Annexure-D on account of inconvenience, if any, which may allege to be suffered by him due to such developmental / construction or its incidental / related activities. It is made clear by the Developer and agreed by the Allottee(s) that all rights including the rights of ownership of additional land(s), facilities and amenities (other than those within the said Unit and the land underneath the said Building/Unit only) shall vest solely with the Developer 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

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Allottee(s)

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 may deem fit in its sole discretion. The Developer relying in good faith on this specific undertaking of Allottee(s) in this Agreement has agreed to accept the application and allot the said Unit and this undertaking shall survive throughout the occupancy of the Unit by the Allottee(s), his legal representatives, successors, administrators, executors, assigns etc.

- xxiii. The Allottee(s) has assured the Developer to faithfully abide by such declaration of the common areas and facilities as may be made by the Developer/maintenance agency. The common areas and facilities within "ILD Grand" shall be available for use by the Allottee(s) subject to the timely payment of maintenance charges and the Allottee(s) agrees that in the event of failure to pay maintenance charges on or before due date, he 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 and agreed to by the Allottee(s) that the Developer may at its sole discretion make "ILD Grand" 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 Allottee(s) shall not raise any objection for such formation.
- xxiv. The 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 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 for the Club and its facilities, various community facilities, like schools, recreational facilities, other clubs, hospitals and the like shall not be part of the additional Land where the said Unit/ building is proposed to be located and the Allottee(s) will be required to pay separate deposits/charges for securing admission to the Club and other community facilities, and the Allottee(s) shall not raise any dispute/objection in this regard at any time during the occupancy of the said Unit.

2. EARNEST MONEY

- i. The Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Developer shall treat 15% (Fifteen Percent) of the Total Sales Price as earnest money to ensure fulfillment, by the Allottee(s), of the terms and conditions as contained in the application and this Agreement.
- ii. The Allottee(s) hereby authorizes the Developer to forfeit the amounts paid/payable by him, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid, if any, by the Developer to the brokers in case of booking is done through a broker in the event of the failure of the Allottee(s) to perform his obligations or fulfill all any of the terms and conditions set out in the application and/or this Agreement executed by the Allottee(s) including but not limited to the occurrence of any event of default as described in Clause 19 of this Agreement.
- iii. The 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 Unit and the Allottee(s) hereby authorizes the Developer to effect such forfeiture without any notice to the Allottee(s) and the Allottee(s) has agreed to this condition to indicate his commitment to faithfully abide by all the terms and conditions contained in his application and this Agreement.
- iv. In case the Allottee(s) has given a written notice to cancel the allotment of the Unit / agreement/ booking, then in that event the Developer shall cancel the allotment and forfeit the earnest money and the balance amount, if any, shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the Allottee(s) and deduction of brokerage paid to broker, if any, after the sale of the said Unit.

3. MODE OF PAYMENT

The Allottee(s) shall make all payments in accordance with the schedule of payments annexed to this Agreement as Annexure-D through A/c Payee local Cheque(s)/outstation Demand Draft(s) in favour of "M/s ALM Infotech City Private Limited" payable at Delhi / New Delhi or through e-transfer / wire transfer or as advised by the Developer from time to time. All payments made in this manner shall be subject to encashment.

Allottee(s)

M/s ALM Infotech City Private Limited

Authorized Signatory(ies)

4. ADJUSTMENT / APPROPRIATION OF PAYMENT

The Developer, at its sole discretion, may adjust/ appropriate all payments made by the Allottee(s) under any head(s) of outstanding dues, if any, in his / her name and the Allottee(s) undertakes not to object / demand/ direct the Developer to adjust such payments in any particular manner whatsoever.

5. TIME IS THE ESSENCE

Notwithstanding anything contained in this Agreement, timely performance by the Allottee(s) of all his obligations under this Agreement, including without limitation, his obligations to make timely payments of the Sale Consideration/ installments, maintenance charges and other deposits and amounts, including any interest or penalty, in accordance with this Agreement shall be of essence under this Agreement. It shall be incumbent on the Allottee(s) to comply with the terms of payment and perform the other terms and conditions as contained in this Agreement. If the Allottee(s) neglects, omits, ignores, or fails in the timely performance of his obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Developer any of the installments or other amounts and charges due from the Allottee(s) by the respective due dates, then the same shall amount to breach of the Agreement by the Allottee(s) and the Developer may in its sole discretion cancel the Allotment and terminate the Agreement in terms of Clause 19 of this Agreement. However, the Developer may, at its sole discretion, condone the delay by charging interest on delayed payments @18% per annum which shall be calculated from the due date of outstanding amount till the time of actual payment.

6. PAYMENT OF INSTALLMENTS

- i. The Allottee(s) has opted for the Payment Plan annexed herewith as **Annexure-D** of this agreement. The Allottee(s) understands that he shall be responsible for making payments in accordance with the Payment Plan annexed herewith as **Annexure-D** of this agreement. It is fully understood by the Allottee(s) that the Developer is not under any obligation to send demand letters for Payment of such installments. However, in case it sends any demand for payment, the same has to be complied with by making the payment within the time stipulated in the demand letter. If no time is mentioned in the demand letter the payment must be made latest within 15 days from the date of demand letter failing which the Allottee(s) will be liable to pay interest @ 18% per annum which shall be without prejudice to the discretion of the Developer for cancellation of Agreement on the ground of default.
- ii. However, only in the case of a construction linked Payment Plan, the Developer shall send call/demand notices for installments on completion of the respective stages of construction. The call/demand notices shall be sent by Post/Courier/e-mail, as the case may be, and shall be deemed to have been received by the Allottee(s) within 05 (five) days of dispatch by the Developer or receipt thereof, whichever is earlier.
- iii. It is fully agreed by the Allottee(s) that in case the payment of any installment is time linked and a specific time/days has been mentioned in the schedule of payment in Annexure -D or agreed at the time of booking/ allotment, the Developer shall not be obliged to make/send any demand/ reminders for payment of such installments and the time as agreed in Annexure-D shall constitute automatic notice/ reminder/ demand for payment of such time linked payment failing which the consequences for delay/ non-payment shall ensue in terms of this agreement.
- iv. In case where the Allottee(s) has opted for Down Payment Plan, the Allottee(s) has agreed to pay the rate as per the Schedule of payments given in **Annexure- D** in timely manner. Subject to timely payment of entire amount as per the Down Payment Plan, if agreed under Annexure-D and mentioned under Clause 1 (i) herein above under the head amount payable, the Developer may allow, at its sole discretion, a rebate for early payments of installments payable by the Allottee(s). However, in case of delay in the payment of installment on time, the rebate, if any, so granted shall automatically stand withdrawn with immediate effect without any notice in writing and the entire amount without discount shall immediately become due as per schedule agreed as if such discounts were never given. Under such circumstances, the Allottee(s) shall be dealt in the manner as a defaulter in making the payment of installment and be governed by the provisions of this agreement as applicable to such Allottee(s). The provision for rebate and the rate of rebate shall be subject to revision / withdrawal, without any notice, at the sole discretion of the Developer.
- v. The Allottee(s) shall be liable to pay interest on every delayed payment at the rate of 18% per annum from the date it is due for payment till the date of actual payment thereof. In case the Allottee(s) defaults in making payment of the due installment (including partial default) beyond a period of 30 days from the due date, the Developer shall be entitled to cancel the Allotment and terminate this Agreement at any time thereafter in accordance herewith. Under such circumstances the Developer shall have the right to forfeit the earnest money

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and in such a case, the allotment of the said Unit shall stand cancelled and the Allottee(s) shall be left with no right or lien on the said Unit and the Developer shall be free to sell the same in the open market without accounting for the sale proceeds to the Allottee(s). The amount paid, if any, over and above the earnest money of 15% of the total sales consideration of the said Unit shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, due from the Allottee(s) after the sale of the said Unit. However, the Developer may alternatively, in its sole discretion, instead decide to waive its right to terminate this Agreement and enforce the payment of all its dues from the Allottee(s) by accepting interest @18% per annum compounded on day to day basis. Further, in every such case of delayed payment, irrespective of the type of Payment Plan, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Developer shall however not constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Developer to terminate this Agreement in the manner provided herein.

- vi. Save and except in the case of any bank, financial institution or Company with whom a tripartite agreement has been separately executed for financing the said Unit, or where the Developer has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Allottee(s) against the said Unit, the Developer shall not be responsible towards any other third party, who has made payments or remittances to the Developer on behalf of the Allottee(s) and any such third party shall not have any right against the said Unit or under this Agreement whatsoever. The Developer shall issue the payment receipts only in favour of the Allottee(s). Under all circumstances, the Allottee(s) is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement in timely manner.
- vii. The Allottee(s) may obtain finance/loan from any financial institution, bank or any other source, but the Allottees' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottees' ability or competency to obtain such finance. The Allottee(s) would remain bound under this Agreement whether or not he has been able to obtain finance for the purchase of the said Unit. The Allottee(s) agrees and has fully understood that the Developer shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee(s) from any bank/financial institution. The Allottee(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Developer in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee(s) fails to make the due payment to the Developer within the time agreed herein, then the Developer shall have the right to terminate this Agreement in accordance herewith.
- viii. Furthermore, in every case where the Allottee(s) has obtained a loan/finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Developer, it is agreed by the Allottee(s) that any default by the Allottee(s) of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee(s) of this Agreement, whereupon the Developer shall be entitled to terminate this Agreement with/without the written request of such bank, financial institution or person from whom such loan has been obtained.

7. STATUTORY TAXES AND OTHER DUES

- i. That the Allottee(s) also agrees to pay all government charges, rates, tax or taxes including but not limited to Service Tax, Levies, Cess etc. whether levied now or in future, as the case may be, effective from the date of booking, as and when demanded by the Developer, in proportion to the area of the said Unit. In the event of any increase in such charges or in the event of introduction of any other/fresh levy/charges by the Govt. payable whether prospectively or retrospectively even after the Conveyance/ Sale Deed has been executed, then these charges/levies shall be to the sole account of the Allottee(s) and upon failure to pay such charges/ demands the same shall be treated as unpaid sale consideration of the Unit and the Developer shall have lien on the Unit of the Allottee(s) for recovery of such charges. This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Owner and the Allottee(s).
- ii. The Allottee(s) shall always be responsible and liable for the payment of all the Municipal Taxes, Property Tax, VAT, G.S.T., Service Tax, etc., wherever applicable and any other fees, taxes, charges including enhancements thereof, even if they are retrospective in effect as may be levied and applicable on the said Unit or ILD Grand /said additional Land, as determined by the Govt., Developer, Maintenance Agency. All such amount shall be payable on demand either directly to the Govt., or the Developer or the Maintenance Agency as the case may be.

- iii. In addition to the above, if any other demands are raised by the Government or any other authorities, with a view to recover the cost of development for any sector roads, state /national highways, transport, irrigation facilities, power facilities, environment conservation schemes or installation of the effluent treatment plant, if required etc., or in the nature of infrastructure charges and/or by whatever name called, the Allottee(s) agrees to pay the same on demand to the Developer.
- iv. In case any of the above demands is made by the concerned authority after the execution of the Conveyance Deed in favour of the Allottee(s), the same shall be treated as unpaid Sale Consideration of the said Unit and the Developer shall have the first charge, lien on the said Unit to the extent of such unpaid amount.
- v. The Allottee(s) understands that the Advance Consumption Deposit as specified by the HSEB and the Minimum Monthly Charges as specified by the HSEB or any other charges whatsoever, as may be determined to be applicable by these authorities, proportionate to the connected electricity load of the Allottee(s), shall be payable in addition to the Sale Consideration as and when demanded by the Developer or to the HSEB or to the Maintenance Agency and the Allottee(s) agrees and undertakes that he shall not raise any objection thereto whatsoever.

8. VARIATION IN PLANS, LOCATION, SIZE, SPECIFICATIONS, USE OF ADDITIONAL FAR ETC.

- i. The Allottee(s) has accepted that the layout plan as given in Annexure – A, building plan/Floor Plan as given in Annexure-B, designs, specifications as given in Annexure-C as shown to the Allottee(s) are tentative. The Allottee(s) further agrees that the Developer may make such variations, additions, revisions, alteration and modifications of the plans, drawings, layout, elevations, specifications, height, dimensions, finishing either for integration of built-up schemes, Plans, additional land or bettering the master plan over and above which there may be involvement of all or any of the changes including but not limited to change in position, floor, tower, location, number, dimensions, area as the case may be, at its sole discretion of the Developer and/or as may be approved by the competent authority from time to time. However, if the Allottee(s) conveys his dissent/disagreement with such changes in the Lay-out/building plan within 30 days of such change, the Developer shall try to accommodate such Allottee(s) to the Unit of similar description as initially opted by the Allottee(s) and in case of non-availability or non acceptance of substituted unit or the changed/modified unit, the Allottee(s) shall have freedom to seek withdrawal from the booking/allotment of the Unit and under such circumstances, the Developer shall refund the entire amount received from the Allottee(s) within 90 days of such request for refund. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any other manner whatsoever by the Allottee(s).
- ii. The construction of the said Unit including the materials, equipments, plants and fixtures to be installed therein shall be in accordance with the specifications as given in Annexure-C, however, subject to availability of material at reasonable cost, right of the Developer to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar /equally good quality or subject to any direction from competent authority or due to force majeure conditions or reasons beyond the control of the Developer and the Allottee(s) hereby agrees to this condition. The Allottee(s) has further authorized the Developer to carry out, on his behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, Unit plans, change in specifications etc. including the number of Unit/floor/tower as the Developer may consider necessary or as may be directed by any competent authority while modifying/sanctioning the building plans/modified building plan(s) or at any time thereafter till the grant of an occupation certificate. The issuance of the occupation certificate for the Unit/building shall be the conclusive evidence (issued for the said Unit/ building or for the said complex as the case may be) that the building/complex and the said Unit have been fully completed in accordance with the plans and specifications as annexed to this Agreement or any modifications thereof and the Allottee(s) agrees that upon issue of occupation certificate or possession of the unit he shall not make any claim against the Developer in respect of any item of work in the said Unit 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 and all such claims shall be deemed to have been waived by the Allottee(s).
- iii. The Allottee(s) understands and agrees that the Layout Plan and the Floor Plan of the Unit could be revised during the course of construction. Every attempt shall be made by the Developer to adhere to the size and location of the said Unit as specified in this Agreement. However, in the event that there is any change in the said Unit location or variation in its size to the extent of $\pm 15\%$ at the time of final measurement, the Sale Consideration, shall either be payable or refundable, as the case may be, proportionately at the rate decided by the Developer, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any manner whatsoever by the Allottee(s). The PLC

Allottee(s)

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applicable to such changed location shall also be payable or refundable as the case may be. However, if the Allottee(s) conveys his dissent/disagreement with such changes in the Lay-out/building/Floor plan within 30 days of such change, the Developer shall try to accommodate such Allottee(s) to the Unit of similar description as initially opted by the Allottee(s) and in case of non-availability or non acceptance of substituted unit or the changed/modified unit, the Allottee(s) shall have freedom to seek withdrawal from the booking/allotment of the Unit and under such circumstances, the Developer shall refund the entire amount received from the Allottee(s) within 90 days of such request for refund. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any other manner whatsoever by the Allottee(s).

- iv. In the event that variation in the super Area of the said Unit is greater than $\pm 15\%$, at the time of final measurement and the same is not acceptable to the Allottee(s), every attempt shall be made to offer the Allottee(s) a Unit of a similar size at another floor, tower, location subject to availability. In the event that such an alternate Unit is available and the Allottee(s) accepts the substitute Unit at such changed location, the PLC and the proportionate Sale Consideration shall be payable or refundable as the case may be at the rates decided by the Developer. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any other manner whatsoever by the Allottee(s).
- v. In the event that Allottee(s) does not accept such substitute Unit and if there is no other Unit of a similar size at another location, then the Allottee(s) shall be refunded its paid up amount only without any interest, damages or penalty within 3 (three) months of such request to the Developer. No other claim monetary or otherwise, shall lie against the Developer nor shall be raised otherwise or in any manner whatsoever by the Allottee(s).
- vi. In case of deletion of the Unit due to change in plan or for any other reason, the Developer shall have the option to (to be decided by the Developer) either allot another Unit or make full refund of the Sale price and other charges paid till that date without any interest, damage, loss etc.
- vii. In every case mentioned above, where there is any change in location, dimensions, Plans, size of the said Unit, change of specifications etc. **Annexure-A, Annexure -B and Annexure -C** hereto shall be deemed to be substituted by a fresh lay-out Plan of the Unit/Complex, Tentative Floor Plan and the Specifications as the case may be.
- viii. The Developer shall have the absolute right to make additional construction, whether on account of additional FSI or increase in FAR or better utilization of the said additional Land/project or for any other reason anywhere in "ILD Grand" to the extent permissible by the Government. It is clearly understood by the Allottee(s) that the Developer shall have exclusive rights and title over such available/additional FSI/FAR/ Unit. The Developers shall be entitled to connect to the existing electricity, water, sewerage connections and shall have unobstructed rights of sale of the same to any third parties. The Developer and the Allottee(s) of such additional construction/Unit/FAR/FSI shall have the same rights as the Allottee(s), as residents of "ILD Grand" including the right to be member of the Society of the Apartment Owners to be formed by the Developer/Maintenance Agency and the right to use of the infrastructure and common areas, amenities, facilities of "ILD Grand".
- ix. It is completely understood by the Allottee(s) that apart from the restricted usage rights of such Allottee(s) over the roof, no other rights, entitlement shall accrue and the Developer shall have all the rights of additional construction over the tower/building in which the said Unit may be situated and use additional FAR as detailed in clause 8 (viii) herein above.
- x. The Allottee(s) shall not be allowed to alter any portion of the Unit, remove any load bearing walls or make any structural changes or the changes that may change its external appearance, elevation etc. unless it is so decided by the Developer. The Allottee(s) shall ensure that all the Units/ Towers in "ILD Grand" shall have a similar elevation, color scheme etc. as may be decided by the Developer in its sole discretion for which the Allottee(s) shall not raise any obstructions / objections.
- xi. The Developer shall have right, without any approval of any 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 Unit(s) within the said Building/Complex and the Allottee(s) agrees not to raise objections or make any claims on this account.

9. COMPLETION OF CONSTRUCTION AND COMPENSATION FOR DELAY

- i. Subject to Force Majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs, etc. and further subject to the Allottee(s) having complied with all his obligations under the terms and conditions of this Agreement and the Allottee(s) not being in default under any part of this Agreement including but not limited to the timely payment of the total Sale Consideration and other charges/fees/taxes/levies and also subject to the Allottee(s) having complied with all formalities or documentation as prescribed by the Developer, the Developer proposes to complete the construction within a period of 24 months computed from the date of execution of this agreement with further grace period of 180 days under normal circumstances.
- ii. It is, however, understood between the parties that the construction of various Towers/Wings/Avenues comprised in the said Complex shall be ready and completed in phases and after the completion of the Tower/Wing/Avenue/Phase in which the said Unit is located, the said Unit shall be offered for possession and handed over to the Allottee(s) as and when ready.
- iii. Subject to Clause 5, 6, 9 (i), 9 (iv) to (ix), 19, 30, and other provisions of the Agreement, if the Developer fails to complete the construction of the said Unit to the Allottee(s) by the end of the Grace Period or any other extended period, the Developer agrees to pay only to the original Allottee(s) and not to anyone else viz. transferee(s) and only in cases other than those provided in Clauses 5, 6, 9 (i), 9 (iv) to (ix), 19, 30 and other provisions of the Agreement and subject to timely grant of approval by the authority and the Allottee(s) not being in default under any term of this Agreement, compensation @ Rs.5/- per sq. ft. of the super area of the said Unit per month for the period of such delay after expiry of the grace period or such extended periods as permitted under this Agreement provided further that the Allottee(s) has raised a demand in writing for such compensation from the Developer. For removal of doubt, it is made clear that no such compensation shall be paid in case the delay is on account of non-receipt / delay in receipt of statutory / government approval(s), permission(s), or any reason covered under Clause 5, 6, 9 (i), 9 (iv) to (ix), 19, 30 and other provisions of the Agreement events or due to any reason beyond the control of the Developer even if a demand to this effect has been raised. The adjustment of such compensation shall be done only at the time of settling the final accounts for handing over the possession / conveyancing the said Unit to the Original Allottee(s) and not earlier.
- iv. For removal of doubt, it is made clear by the Developer, and fully understood by the Allottee(s) that in case the Developer has given any concession in the rate or the payment schedule or the waiver/discounts of interest accumulated on delayed payment of installments, then the Allottee(s) shall not be entitled to claim any compensation, damages of whatsoever nature on account of delay in completion of construction as defined in Clause 9 (iii) of this agreement or offer of possession of the said Unit.
- v. Subject to Clause 9 (i), (iii) & (vi) to (ix), in the event of delay by the Developer in completion of the construction of the said Unit beyond a period of 12 months from the end of the Grace Period (such 12 month period hereinafter referred to as the "Extended Delay Period"), then the Allottee(s) shall additionally become entitled to opt for termination of the Allotment/Agreement and refund of the actual paid up installment after adjusting the interest/ penalty on delayed payments. Such refund shall be made by the Developer within 90 days of receipt of intimation to this effect from the Allottee(s), without any interest thereon. It is further clarified that the extent of payment of the Delay Compensation, as defined in Clause 9 (iii) above shall be limited to and calculated for the fixed period of 12 months only, which shall be paid by the Developer along with the installments refundable under this clause. This option of termination may be exercised by the Allottee(s) only until the Developer has applied for occupation certificate, part occupation and/ or dispatch of the Notice of Possession by the Developer to the Allottee(s) whichever is earlier. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor be raised otherwise or in any other manner by the Allottee(s). After completion of the construction, the Developer shall apply for occupation/part occupation certificate from the competent authority(ies) and upon receipt of the same, the Unit shall be offered for possession to the Allottee(s). The liability of the Developer under this clause for any delay is limited to the delay in completion of the construction only and not any delay which may result on account of delay in possession. The decision of the project Architect qua the completion of the project tower shall be final and binding on the Allottee(s).
- vi. If, however, the completion of the said Unit is delayed due to Force Majeure as defined herein and on account of any delay in grant of statutory approvals, permissions in consequent thereof the Possession is also delayed including for non-grant of the completion certificate etc., the Commitment Period and/or the Grace Period and/or the Extended Delay Period, as the case may be, shall stand extended automatically to the extent of the delay caused due to the Force Majeure circumstances or the delay as the case may be and the Allottee(s) shall not be entitled to any compensation whatsoever, including Delay Compensation for the period of such delay

Rajesh Chaitan
Allottee(s)

M/s ALM Infotech City Private Limited

Authorized Signatory(ies)

- vii. If, however, the completion of the said Building/ 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, 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 Unit/said Building 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 then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Unit. The Developer 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 so warrant, the Developer may suspend the scheme for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause 9 (iii) of this Agreement during the period of suspension of the Scheme.
- viii. The Allottee(s) confirms that he has authorized the Developer to treat this Buyer's Agreement executed by him as cancelled in consequence of the Developer abandoning the project. The Allottee(s) confirms that he has given irrevocable authority to the Developer that upon such cancellation/abandonment and subject to Allottee(s) not being in default under this Agreement, to refund all amounts received from him and upon dispatch/payment of such refund by registered post/by hand, the Allottee(s) agrees that he shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- ix. 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, the Developer is unable to complete the construction of the said Unit/said Building/ said Complex, then the Developer 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 Allottee(s) in pursuance of this Agreement, shall continue to remain with the Developer and the 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 Allottee(s) may, if he so desires, become a party along with the Developer in such litigation to protect Allottee(s)' rights arising under this Agreement. In the event of the Developer 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 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 to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation / order/rule/regulation becoming final, absolute and binding, the Developer will, subject to provisions of law/court order, refund to the Allottee(s), the amounts attributable to the said Unit (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Developer without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Developer and the Allottee(s) agrees to accept the Developer's decision, in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer under or in relation to this Agreement.

10. POSSESSION AND HOLDING CHARGES

- i. Subject to the payment of entire dues, stamp duty charges, registration charges etc. and upon completion of the said Unit and on receipt of the Occupation Certificate, the Developer shall notify to the Allottee(s) in writing to come and take over the possession of the said Unit ("Notice of Possession"). In the event the Allottee(s) fails to accept and take the possession of the said Unit within the time indicated in the said Notice of Possession, the Allottee(s) shall be deemed to have become the custodian of the said Unit from the date indicated in the Notice of Possession and the said Unit shall henceforth remain at the risk and cost of the Allottee(s) itself.
- ii. Under no circumstances shall the Allottee(s) be entitled to the possession of the said Unit unless and until the full payment of the Sale Consideration, payment of 12 months of advance maintenance charges as fixed by the Developer/Maintenance Agency, deposit of the charges towards obtaining electricity, water & telephone connections and any other dues payable under the Agreement have been remitted to the Developer and all other

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Allottee(s)

Authorized Signatory(ies)