

- v. However, if the maintenance bills, other charges on or before the due date, remains pending for more than two consecutive months, the maintenance agency/Developer shall have right to deny the Allottee(s)/Occupier(s) the maintenance services that may include disconnection of water/sewer, power/power backup connections and debarment from usage of any or all common facilities within "ILD Grand".
- vi. The Allottee(s) agrees that the painting of outside portion and common areas of the said building/tower in which the said Unit is located, shall be done at least once in every three years and the cost of the same shall be shared by the Allottee(s) with other Allottee(s) of the said Complex in proportion to the super area of his said Unit.
- vii. It is expressly understood that the internal maintenance and security of the said Unit shall be sole responsibility of the Allottee(s). The maintenance of the said Unit including all walls and partitions, sewers, drains, pipes shall be the exclusive responsibility of the Allottee(s) from the date of the offer of the possession. Further the Allottee(s) shall neither do nor shall permit anything to be done, which damages any part of the said Complex, the staircases, shafts, common passages, adjacent Units etc. or breaches the rules or by-laws of the local authorities or the Maintenance Agency.
- viii. That the Allottee(s) shall carry out all the maintenance and interiors of the said Unit at his own cost and expenses. The insurance of the said Unit as well as the interior/contents inside the said Unit shall be the responsibility of the Allottee(s) and the Developer shall not, in any case, be held liable for any damage or loss occurred on account of any theft, loss, neglect or omission of the Allottee(s) in this regard.
- ix. The Allottee(s) agrees and undertakes that the lawns and other common areas shall not be used by him or any occupant for conducting personal functions, such as, marriages, parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used with the permission of the Developer / Maintenance Agency on making such deposits/charges as may be fixed by the Maintenance Agency/Developer.
- x. The Allottee(s) shall allow the Developer/Maintenance Agency to have full access to, and through him to the said Unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

12. FIXATION OF TOTAL MAINTENANCE CHARGES

The total maintenance charges as more elaborately described in the Maintenance Agreement will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. Maintenance charges would be levied from the date of issue of occupation certificate for the "ILD Grand"/date of offer of possession, whichever is earlier, and the Allottee(s) undertakes to pay the same promptly irrespective of the execution / non-execution of the Maintenance Agreement. The estimates of the maintenance agency shall be final and binding on the Allottee(s). The maintenance charges shall be recovered on such estimated basis on monthly / quarterly / half yearly / yearly intervals as may be decided by the maintenance agency and adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the maintenance agency. Apart from the monthly maintenance bills, the Allottee(s) shall also contribute towards the sinking fund which may be created by the Developer/maintenance agency.

13. INTEREST FREE MAINTENANCE SECURITY

In order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Allottee(s) agrees to deposit, as per the schedule of payment given in Annexure-D and to always keep deposited with the Developer/maintenance agency an interest free maintenance security calculated on the super area of the said Unit. In case of failure of the Allottee(s) to pay the maintenance bills, other charges on or before the due date, the Allottee(s) in addition to permitting the Developer to deny him the right to avail the maintenance services also authorizes the Developer to adjust in the first instance, the interest free maintenance security against such defaults in the payment of maintenance bills against such defaults. If due to such adjustment in the principal amount, the interest free maintenance security falls below the agreed sum per square ft. of the super area of the said Unit, then the Allottee(s) hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Developer. The Developer reserves the right to increase the interest free maintenance security

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from time to time in keeping with the increase in the, cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Developer.

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

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

15. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS

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

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

That as and when any Plant & Machinery within the said Complex/Building/within "ILD Grand", as the case may be, including but not limited to lifts, DG sets, electric sub-stations, air-conditioning plants and equipment, pumps, firefighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottee(s) in the said Building/Complex/ "ILD Grand", as the case may be on pro-rata basis (i.e. in proportion to the super area of the said Unit to the total super area of all the Units in the said Building/Complex, as the case may be). The Developer or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee(s) agrees to abide by the same.

17. PAYMENT OF DEPOSITS & CHARGES FOR BULK SUPPLY OF ELECTRICAL ENERGY

If the Developer or the maintenance agency decides to apply for and thereafter receives permission, from Electricity Company or from any other body/Commission/Regulatory/Licensing Authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the said Complex/building/tower, then the Allottee(s) undertakes to pay on demand to the Developer proportionate share as determined by the Developer of all deposits and charges paid/payable by the Developer or the maintenance agency to Electricity Company/any other Body/ Commission/ Regulatory/ Licensing Authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the total price payable by the Allottee(s) for the said Unit and the conveyance of the said Unit shall be withheld by the Developer till full payment thereof is received by the Developer from the Allottee(s). Further the Allottee(s) agrees that the Developer shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Unit till full payment of such deposits and charges is received by the Developer or the maintenance agency. Further in case of bulk supply of electrical energy, the Allottee(s) agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee(s)' rights to apply for individual/direct electrical supply connection directly from Electricity Company or any other body responsible for supply of electrical energy. The Allottee(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Developer from time to time.

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

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If stipulated in the terms of the License and the bilateral agreement executed between the Developer/Owners and the Government of Haryana if it is required to earmark a portion of "ILD Grand" for the Flats/dwelling units for Economically Weaker Sections (EWS) of the society, schools, shops, club/ community centre, Commercial premises / buildings etc, in such a case, it is a condition of this Agreement agreed to by the Allottee(s) that he shall have no right, no title or no interest in any form or manner in the land earmarked for as well as in the EWS Flats / dwelling units, school(s), shops, Commercial premises, religious building, club / community centre, the buildings constructed thereon and facilities provided therein. Further the Allottee(s) hereby agrees that he shall not have any claim or right to any Commercial premises/buildings or interfere in the manner of booking, allotment and finalization of sale of flats / dwelling units for EWS, school(s), shops, Commercial premises / buildings, club / community centre or in the operation and management of shops, club/ community centre, school(s), Commercial premises/buildings etc. The Developer shall enter into a separate agreement with Allottee(s) of EWS flats / dwelling units, school(s), shops, Commercial premises, religious buildings, club/ community centre, etc. for the purpose of allotment / sale of such flats / dwelling units, Shops Commercial premises/buildings, club / community centre, etc., and the Allottee(s) confirms that he has specifically noted the same.

19. CANCELLATION OF AGREEMENT AND ALLOTMENT

A. Events of Default

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

- i. Failure to make payments within the time stipulated in the Schedule of Payments as given in Annexure-D and failure to pay the maintenance charges and other deposits and amounts, including any interest or penalty, holding charges, the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the Developer or other agency appointed by the Developer, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer to the Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- ii. Failure to perform and observe any or all of the Allottee(s)' obligations as set forth in this Agreement or if the Allottee(s) fails to execute any other deed / document/ Undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Developer in relation to the said Unit.
- iii. Failure to take possession of the Unit and/or execute the conveyance deed within the time stipulated by the Developer in its notice.
- iv. Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Developer, its nominee, other Body or Association of Owners/Association of Condominium, as the case may be.
- v. Failure, pursuant to a request by the Developer, to become a member of the Club, Association of Owners of the said complex or to pay subscription charges etc. as may be required by the Developer or Club and/or Association of Owners, as the case may be.
- vi. Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without written consent of the Developer.
- vii. Dishonor of any Cheque(s) given by Allottee(s) for any reason whatsoever.
- viii. Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Allottee(s).

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B. Consequences of default

- i. Notwithstanding anything contained in this agreement, upon the occurrence of anyone or more of event(s) of default under this Agreement the Developer may, at its sole discretion, issue 30 days written notice calling upon the Allottee(s) to rectify the default(s). If the default is not rectified within the notice period, this Agreement shall stand automatically cancelled without any further notice and the Developer shall be entitled to forfeit the Earnest Money as specified in clause 2 hereinabove along with the interest on delayed payments, paid, due or payable, any other amount of a non-refundable nature. The Allottee(s) agrees that upon such cancellation the Developer shall be released and discharged of all liabilities and obligations under this Agreement and the Allottee(s) shall have no right, title or interest in the said Unit in any manner whatsoever. Thereafter, the Developer shall be at liberty to sell/transfer the said Unit in any manner whatsoever and appropriate the proceeds of such sale as if this Agreement had never been executed and without accounting to the Allottee(s) for any of the proceeds of such sale.
- ii. For the removal of doubts, it is clarified that notwithstanding the fact that either the refund cheque has not been dispatched by the Developer, or if dispatched, it has not been received by the Allottee(s) or if received, such refund cheque remains uncashed by the Allottee(s), the mere dispatch of the notice of termination/ Cancellation of Allotment by the Developer would be deemed to be sufficient and by itself constitute termination of this Agreement and cancellation of the allotment and no further act on the part of the Developer would be necessary for this purpose.
- iii. The Allottee(s) understands, agrees and consents that upon such termination / Cancellation of Allotment, the Developer shall be under no obligation, save and except to refund the amounts already paid by the Allottee(s) to the Developer, without any interest, and after forfeiting and deducting the Earnest Money and other amounts due and payable to it only after resale of the said Unit. Upon termination of this Agreement by the Developer, the Allottee(s) shall have no further right or claim, which if any, against the Developer shall be deemed to have been waived and the Allottee(s) hereby expressly consents thereto. The Developer shall thenceforth be free to deal with the said Unit in any manner whatsoever, in its sole and absolute discretion and in the event that the Allottee(s) has taken possession of the said Unit, then the Developer shall also be entitled to re-enter and resume possession of the said Unit and everything whatsoever contained therein and in such event, the Allottee(s) and/or any other person / occupant of the said Unit shall immediately vacate the said Unit and otherwise be liable to immediate ejection as an unlawful occupant / trespasser.
- iv. The Developer shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the opinion of the Developer, (a) the allotment of the said Unit has been obtained through misrepresentation and concealment or suppression of any material fact, **OR** (b) the Allottee(s) has violated or violates any of the directions, rules and regulations framed by the Developer or the Maintenance Agreement or by any statutory body or Competent Authority, including Government of Haryana.

20. NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT

- i. The Allottee(s) shall not be entitled to transfer the Allotment/ the benefit of this Agreement, to any other person unless the Allottee(s) has first cleared all payments with interest, taxes including service tax falling due till that date along with the administrative charges, apart from completing the documentation formalities prescribed by the Developer in this behalf. However, it is made clear that in case the aforesaid charges, interest, dues, taxes are not paid and cleared by the original Allottee(s) and the Developer accepts the transfer of the booking / rights in the agreement, then under such circumstances, the transferee(s) / subsequent transferee(s) shall be liable for payment of such charges, dues, interest and taxes and the liability of the original Allottee(s) shall not be discharged unless all such charges, dues, interest, taxes are paid to the Developer.
- ii. The Developer, at its sole discretion, may permit substitution/ addition/ deletion of the name of any nominee(s) of the Allottee(s) in place of the Allottee(s) on such terms and conditions and on receipt of such administrative charges as the Developer may determine from time to time.
- iii. In the event of demise / permanent disablement of the Allottee(s) or of any one of joint Allottee(s), as the case may be, his legal heirs, legal representatives, successors etc may seek substitution of their names as per the prevailing laws of the land, subject to submission of relevant certificates, documents and execution of the prescribed documentation with the Developer.

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- iv. In the event of the assignment/transfer of the Allottee(s)'s rights under this Agreement in favour of any third person as his nominee(s), such nominee(s) shall in turn be bound by all the terms and conditions stipulated herein and the letter of Allotment or any other document executed in this respect by the Allottee(s) as if the same had been executed by such nominee(s) himself. The Allottee(s) further agrees that he shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment / transfer of the Agreement. In the event there are any executive instructions, Governmental Orders, or any statutory notification, which restricts the transfer / assignment of the Allotment / Agreement, the Developer as well as the Allottee(s) shall be bound to comply with such statutory notification, executive regulation or Governmental Orders as the case may be.

21. CLUB MEMBERSHIP/ASSOCIATION OF OWNERS

The Allottee(s) agrees and undertakes that he shall join any Club / Association / Society of Owners as may be formed by the Developer on behalf of Unit owners and to pay any club membership fees, monthly fees/ subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer for this purpose. The Allottee(s) agrees to execute an application form for enrolling the Allottee(s) as a member of such Club/Association.

22. STATUTORY COMPLIANCES AND OTHER OBLIGATIONS

- i. The Developer has made it expressly clear to the Allottee(s) that the rights of the Developer in the said Unit agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the Government of Haryana.
- ii. The Allottee(s) shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the permission/License/ CLU granted to the Developer for the Project and shall also abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said Unit and/or the Project/colony or as imposed or may be imposed in future under any applicable law and also the rules, regulations and policies as may be made pursuant to and/or defined in the Maintenance Agreement.
- iii. The Allottee(s) shall not use/cause to be used said Unit for any purpose except for residential use and shall always ensure that the said Unit shall only be put to residential use. Furthermore, the Allottee(s) specifically undertakes not to use the said Unit or suffer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the **ILD Grand**.
- iv. In the event that the Allottee(s) is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other applicable law, governing the actions of such Allottee(s) including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Allottee(s) shall provide the Developer with such permissions, approvals, consents, No Objection Certificates, etc., as would enable the Developer to lawfully carry out its obligations under this Agreement. The Allottee(s) shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications / consents / permissions thereof to the Developer and the Developer accepts no responsibility in this regard. The Allottee(s) agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India or under applicable law, then the Allottee(s) shall alone be liable for any consequences there under. The Allottee(s) hereby agrees to keep the Developer fully indemnified, saved and harmless in this regard.
- v. That the Allottee(s) shall comply with and carry out, from time to time, after he has taken over possession of the said Unit the requirements, requisitions, demands and repairs which are required by any Authority viz. Haryana Urban Development Authority, Director Town & Country Planning, Municipal Authority or any other Government/ Competent Authorities in respect of the said Unit including the payment of the taxes, house tax, property tax etc. and keep the Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- vi. That the Allottee(s) shall be solely responsible to maintain the said Unit at his own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Unit, or the

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

23. INSURANCE OF THE SAID BUILDING

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

24. USE OF BASEMENT AND SERVICE AREAS

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

25. USE OF THE SAID UNIT

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

26. USE OF TERRACES

The Developer/Maintenance Agency shall have the right to give on lease or hire any part of the top roof terraces above the top floor, unless otherwise reserved specifically, of any of the buildings in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication

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equipment or to use/hire/ lease the same for advertisement purposes and the Allottee(s) agrees that he shall not object to the same and make any claims on this account.

27. MORTGAGE, FINANCE AND FIRST CHARGE

- i. The Allottee(s) understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Unit in favour of the Allottee(s). Notwithstanding, anything contained in this Agreement, the Developer shall be entitled to raise loans from financial institutions and banks, in relation to the Complex, Unit, Project and further, that for the purposes of such loans, the Developer shall be entitled to encumber the Complex together with all Units, Apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. The Allottee(s) clearly understands that the Conveyance of the said Unit in favour of the Allottee(s) is contingent on the due and faithful performance by the Allottee(s) of all his obligations agreed and undertaken herein.
- ii. Notwithstanding, anything contained to the contrary in this Agreement, it is clarified to the Allottee(s) that the Developer has raised loans from financial institutions and banks, in relation to the Project, and further, that for the purposes of such loans, the Developer has created encumbrance on the Project together with all Units, apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. including mortgage of the receivables from the Project in favour of IL&FS Trust Company Limited. Provided, however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Allottee(s) in favour of Allottee's Bank, the said Unit shall be delivered to the Allottee(s) free of all charges and encumbrances, as on the date of the execution of the Sale/ Conveyance Deed post taking NOC from IL&FS Trust Company Ltd."
- iii. The Allottee(s) agrees that the Developer shall have the first charge/lien on the said Unit for the recovery of all its dues payable by the Allottee(s) under this Agreement and such other payments as may be demanded by the Developer from time to time. Further the Allottee(s) agrees that in the event of his failure to pay such dues, the Developer shall be entitled to withhold the conveyance of the Unit and further to enforce the charge/ lien by selling the said Unit to recover and receive the outstanding dues out of the sale proceeds thereof and to refund the surplus, if any, out of such sales to the Allottee(s).
- iv. In case the Allottee(s) wants to avail any loan facility from his employer, financial institution, bank, to facilitate the purchase of the said Unit, the Developer shall cooperate with the Allottee(s) during the financing process without getting involved in any financial commitment. However, the terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Developer's payment plan will rest exclusively on the Allottee(s). However, the Allottee(s)' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the said Unit. It is made clear and understood by the Allottee(s) that in the event of the loan not being sanctioned or the disbursement getting delayed for any reason whatsoever, the payment to the Developer, as per payment plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provision of this agreement and the Allottee(s) shall not raise any objection / make excuse in making delay / payment of installments / interests on the ground of non-approval/tie-up with banks/ financial institutions or refusal to grant loan to such Allottee(s) for any reason whatsoever.

28. HARYANA APARTMENT OWNERSHIP ACT, 1983

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

If the said Unit and the building in which it is located be subject to Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof, the Common areas and facilities and the undivided interest of each Unit owner in the common areas and facilities as specified by the Developer in the declaration which may be filed by the Developer in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Unit owners and the Allottee(s) agrees and confirms that his right, title and interest in the

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said Unit/ Building/ Complex shall be limited to and governed by what is specified by the Developer in the said declaration or as agreed under this agreement and in no manner shall confer any right, title, interest in any lands, facilities, amenities and buildings outside the land beneath the said Building in which the said Unit is located. It is made clear that the Developer shall be the sole owner of the said additional lands, facilities, amenities and buildings outside the land beneath the said building in which the said Unit is located and the Developer shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to anyone and in any manner at its sole discretion and the Allottee(s) shall have no claim whatsoever of any sort therein. The Allottee(s) undertakes to join any club/society/association of the apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.

29. CONVEYANCE DEED AND STAMP DUTY

- i. Subject to the Allottee(s) fulfilling all its responsibilities stipulated herein and making all payments under this Agreement including but not limited to the payment of the Sale Consideration of the said Unit as set forth under this agreement, interest on delayed payment, all other dues including service tax, stamp duty and registration charges etc. as set forth in this Agreement or as may become due to the Developer from time to time with respect to the said Unit, the Developer shall prepare and execute along with the Allottee(s) a conveyance/sale deed to convey the title of the said Unit in favour of Allottee(s) but only after receiving full payment of the total price of the Unit allotted to him and payment of all securities including payment of interest free maintenance security payable to the Developer or the Maintenance Agency, as the case may be, deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Developer from time to time prior to the execution of the Conveyance Deed. In case the Allottee(s) fails to deposit the interest, holding charges, stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Developer shall be free to appropriate the part of sale price paid by the Allottee(s) towards the said charges and expenses and the Allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in the Schedule of Payments (Annexure-D) hereof. If the Allottee(s) is in default of any of the payments as set forth in this Agreement then the Allottee(s) authorizes the Developer to withhold registration of the Conveyance Deed in his favour till full and final settlement of all dues to the Developer is made by the Allottee(s). The Allottee(s) undertakes to execute Conveyance Deed within the time stipulated by the Developer in its written notice failing which the Allottee(s) authorizes the Developer to cancel the allotment and terminate this Agreement in terms of this Agreement and to forfeit out of the amounts paid by him the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed herein. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). The Allottee(s) shall become the owner of the said Unit only upon execution of the Conveyance deed. Prior to such conveyance no ownership rights in the said Unit would vest with the Allottee(s).
- ii. The Allottee(s) agrees and undertakes to make himself available and present before the Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Developer.
- iii. The obligations undertaken by the Allottee(s) and the stipulations herein, to be performed or observed on a continuing basis even after the Conveyance of the said Unit or which form a condition of ownership of the said Unit, including those pertaining to the recurring obligations covered under the Maintenance Agreement shall survive the Conveyance of the said Unit in favour of the Allottee(s) and all such obligations and covenants of the Allottee(s) shall run with the said Unit and remain enforceable at all times against the Allottee(s), its transferees, assignees or successors-in-interest including their tenants/ licensees/occupiers.
- iv. The stamp duty, registration charges, drafting, typing, attorney fees, and any other incidental charges or dues, required to be paid for due execution and registration of the Sale/Conveyance Deed of the said Unit or any other documents required to be executed pursuant to this Agreement, shall be borne by the Allottee(s).
- v. That in case the Allottee(s) has taken any loan from any bank/financial institution for the said Unit, the Conveyance Deed in original shall be handed over to the lending institution only.

30. FORCE MAJEURE

Allottee(s)

- i. In the event of happening of any unforeseen circumstances such as Act of God, fire, flood, earthquake, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, court case/ decree/ stay, delay in statutory/government permissions, approvals or any other cause(s) (whether similar or dissimilar to the foregoing) which are beyond the control of the Developer, the Developer shall not be held responsible or liable for not performing any of their obligations or undertakings in a timely manner as stipulated in this Agreement. In case of happening of any of the circumstances, the Developer shall be entitled to reasonable extension of time for performing their part of obligation as stipulated in this Agreement.
- ii. That if as a result of any change of law or Rule, Regulations or Order or Notification that may be made and/ or issued by the Government or any other Authority including but not limited to the Municipal Authority, the Developer is unable to perform its obligations under this Agreement then the Developer may, if so advised, though not bound to do so, at its discretion challenge the validity, applicability and/ or efficacy of such Legislation, Rule, Order or Notification, by moving the appropriate Court(s), 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 is being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/ Tribunal(s)/ Authority(ies). The Allottee(s) may, if he so desire(s), become a party along with the Developer/Owners 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, this Agreement shall stand revived and the Developer shall be liable to fulfill all obligations as provided in this Agreement. Any time consumed in the process shall be deducted from calculating the time period for the purposes of this Agreement and the Developer shall not be liable for any claim/demand/action by the Allottee(s). However, in the event of the aforesaid challenge of the Developer is rejected/dissolved and the said legislation / Order/ Rule / Regulation becomes final, absolute and binding, the Developer will refund the amount received from the Allottee(s) till such date 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) undertakes to accept the decision of the Developer, 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 this Agreement.

31. DISPUTE RESOLUTION BY ARBITRATION

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by the Director / CEO/ CFO / COO / Authorized Representative of the Developer, whose decision shall be final and binding upon the Parties and the Allottee(s) hereby confirms that he shall have no objection to the appointment. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereto and shall be held at a location designated by the said sole Arbitrator in Gurgaon alone. The language of the arbitration proceedings and the Award shall be in English only. Decision of the Arbitrator shall be binding on both the parties.

32. ALLOTTEE'S COVENANTS

- i. That the Allottee(s) have fully read and understood the terms and conditions as mentioned herein and undertake to abide by the same.
- ii. The Allottee(s) shall comply with all the legal requirements for the purchase/transfer of immovable property, as may be applicable, after execution of this Agreement and sign all applications, forms & agreements for the said purpose.
- iii. It is hereby understood and agreed that upon signing of this Agreement, the Allottee(s) is deemed to have completed all due diligence as to the right, title and interest of the Developer to develop and market the said Unit/ ILD Grand on the said additional Land and the Allottee(s) confirms that he has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to confirm the competence of the Developer to convey the said Unit, to his entire satisfaction.
- iv. The Allottee(s) has fully satisfied himself about the right, title and interest of the Developer/Owners in the additional land on which "ILD Grand" is to be developed and have understood all limitations and obligations

M/s ALM Infotech City Private Limited

Allottee(s)

in respect thereof.

- v. The Allottee(s) acknowledge that the Developer has readily provided all information/clarifications as required by him and he has not been improperly influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, amenities to be made available or any other data and the Allottee(s) has relied solely on his own judgment in deciding to purchase of the said Unit.
- vi. Any demand for payment by the Developer, if no dates have been mentioned, has to be complied by the Allottee(s) within 15 days of receipt of the intimation of demand and the Allottee(s) shall be liable to pay interest @ 18% per annum, on the amount due but not paid by the Allottee(s) which shall be in addition to the other consequence of the default.

33. INDEMNITY

- i. The Allottee(s) hereby covenants with the Developer that, he shall pay, from time to time, and at all times the amounts which he is liable to pay as per Schedule of payment and to observe and perform all the covenants and conditions of this agreement and to keep the Developer and its employees, agents and representatives, estate indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-observance or non-performance of the covenants and conditions stipulated herein.
- ii. With effect from the date of taking possession of the said Unit, the Allottee(s) agrees to indemnify and to keep the Developer and their assignees, nominees, including the Maintenance Agency and their officers / employees as well as the other occupants / owners of the **ILD Grand** fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee(s) of any law for the time being in force or the stipulations applicable to the Allottee(s) or the said Unit hereunder as also of any of his representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them on account of any of the foregoing. The Allottee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming through the Allottee(s).

34. GENERAL CLAUSES

- i. The Allottee(s) agrees that the Developer shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures with the existing electric, water, sanitary and drainage fittings. The Allottee(s) further agrees that he shall not have any objection or claim any compensation or withhold the payment of maintenance and other charges on any ground whatsoever.
- ii. 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 so permitted under this agreement.
- iii. It is agreed and consented to by the Allottee(s) that the name of the Project/ Colony shall always be and known as "**ILD Grand**" unless so decided by the Developer in its sole discretion. The Allottee(s)/ RWA/ any other Association /condominium shall not change the name or seek the change of name or sue to do so at any point of time.
- iv. The act of forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until firstly, the Allottee(s) signs and delivers all copies of this Agreement to the Developer with all its Annexure along with the payments due as stipulated in the Payment Plan thereof, within 15 (fifteen) days from the date of dispatch by the Developer and secondly, the Allottee(s)'s copy of this Agreement is duly executed on its part by the Developer through its authorized signatory and dispatched by the Developer to the Allottee(s).
- v. If the Allottee(s) fails to execute and deliver, to the Developer, all copies of this Agreement within Thirty Days (30) days from the date of its dispatch by the Developer, then the Application of the Allottee(s) may be treated as cancelled and the Earnest Money/booking amount, as the case may be, paid by the Allottee(s) shall stand forfeited, and balance sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) within 90 days, by the Developer without any interest or compensation whatsoever. Upon such refund being made, neither Party shall have any further rights, obligations or liabilities against the other.

Allottee(s)

- vi. This Agreement along with its preamble, preliminary recitals, annexure constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The terms and conditions of the Application shall continue to prevail and be binding on the Allottee(s), save and except to the extent where the terms and conditions of the Application are at variance with the express provisions hereof in which case, the interpretation which is more favorable to the Developer shall prevail. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing and duly signed and executed by the Developer.
- vii. All correspondences/Notices/ demand etc. shall be made to the address of the parties first above written. The Allottee(s) shall inform the Developer by Registered AD post of any subsequent changes, if any, failing which all communications/notices etc, sent at the first address as stated by the Allottee(s) in the Application/agreement shall be deemed to have been received by him.

All correspondences/ notices/ demand shall be made by any of the mode such as registered post, email, fax, courier service, as the case may be, Allottee(s) residing outside the country, without designated address for service within India, will be entitled to intimation only by email, except where such Allottee(s) submits special requests towards documents through courier/ registered for which the Developer may charge separately.

It shall be the responsibility of the Allottee(s) to inform the Developer about subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Developer, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Allottee(s) within 5 days from the date of dispatch of such communication by courier or speed post or actual receipt of the such communication or letter whichever is earlier. Notwithstanding the above, the Allottee(s) shall remain exclusively responsible for any consequences that might follow there from including termination of the Agreement.

Where there are joint Allottee(s), all communications shall be sent to the Allottee(s) whose name appears first, No separate communications shall be sent to the other/ joint Allottee(s) unless so requested in writing provided however that all joint Allottee(s) shall collectively be entitled to make only one single response.

In all communications to the Developer the reference to the Unit must be mentioned clearly.

- viii. There shall be no waiver of the rights available herein to the Developer or the maintenance agency. Any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of such right or remedy by them or a waiver of any other or previous rights or remedies by them or of their right thereafter to enforce each and every provision hereof.
- ix. If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such applicable law and the remaining provisions of this Agreement shall continue to remain valid and enforceable by and between the Parties herein.
- x. The execution of this Agreement will be complete only upon its execution by the Developer through its authorized signatory at the Developer's office in Gurgaon after all the copies duly executed by the Allottee(s) are received by the Developer. Hence this Agreement shall be deemed to have been executed at New Delhi even if the Allottee(s) has prior thereto executed this Agreement at any place(s) other than New Delhi.
- xi. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- xii. That in case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said Unit for the Allottee(s), the Developer shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said Unit. Further the Allottee(s) undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.

Allottee(s)

M/s ALM Infotech City Private Limited

Authorized Signatory

- xiii. Subject to the Arbitration clause, the Courts at New Delhi shall, have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.
- xiv. The Allottee(s) agrees that the Developer shall have right to join as an affected party in any suit/ complaint filed before any appropriate court by the Unit Allottee if the Developer's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/ complaint. The Allottee(s) agrees to keep the Developer fully informed at all times in this regard.
- xv. This Agreement shall be executed in two counterparts; one master copy with the Stamp Duty duly affixed thereon along with one other contemporaneous copy (with adequate stamping for counterparts of an agreement being affixed on such copies), each of which individually shall be deemed to be original and all the counterparts whereof shall together constitute one and the same agreement. The Developer shall retain the master copy with itself and return the one remaining contemporaneous copy, duly executed by it, to the Allottee(s) for its record.
- xvi. Any references in this Agreement to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AND TO THE DUPLICATE COPIES
HEREOF SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AT PLACE AND ON THE DAY,
MONTH AND YEAR FIRST MENTIONED ABOVE UNDER THEIR RESPECTIVE SIGNATURES IN
THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.

For & on behalf of:

ALLOTTEE(S)

Rajbir Singh
Snehlata

1. Name: RAJBIR SINGH

2. Name: SNEHLATA SINGH

WITNESS 1:

Rosind
(4 Col 2 I Rosind)

For & on behalf of Developer:

For M/s AIM Infotech City Private Limited

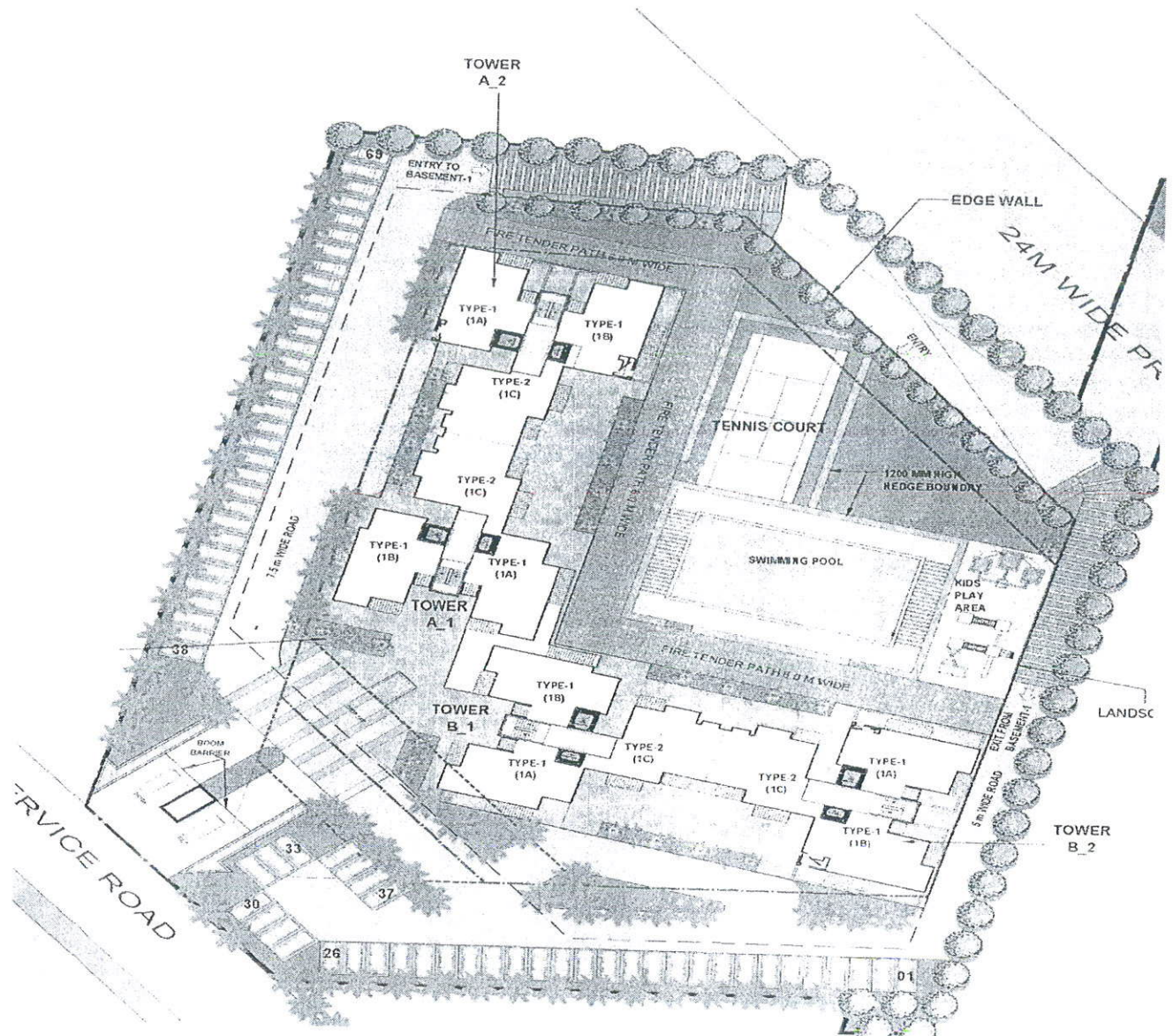
Authorized Signatory(ies)

1. Name:

2. Name

WITNESS 2:

ANNEXURE-A
PROPOSED TENTATIVE LAY OUT PLAN OF THE COLONY
"ILD GRAND, GURGAON"



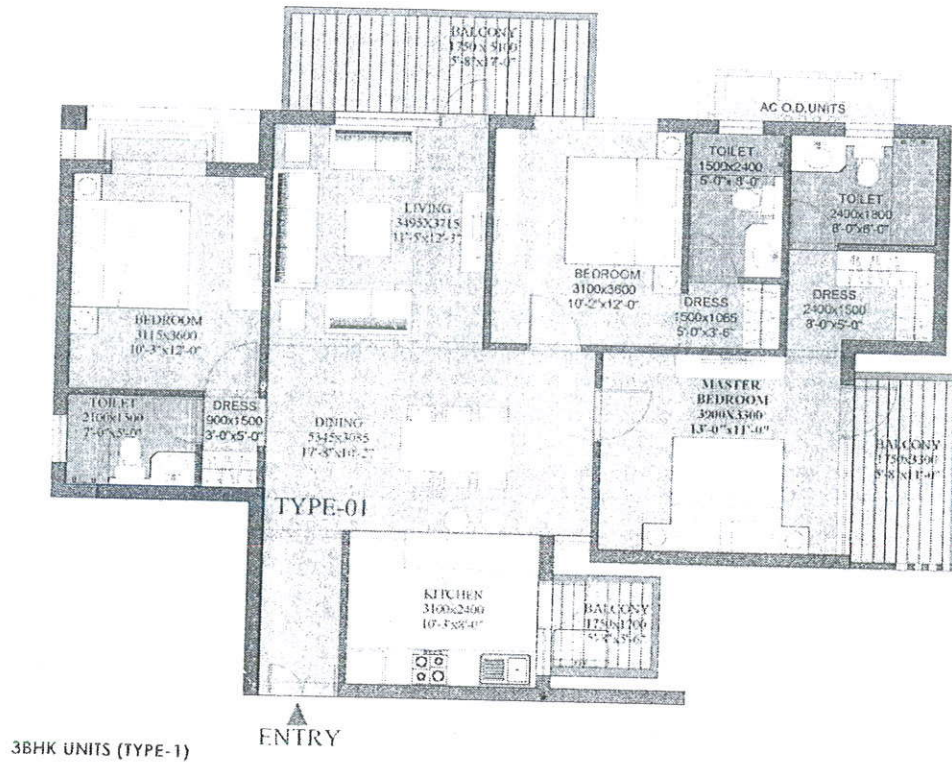
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M/s ALM Infotech City Private Limited

Allottee(s)

Authorized Signatory(ies)

ANNEXURE-B
PROPOSED TENTATIVE TYPICAL FLOOR/ UNIT PLAN(S)
"ILD GRAND, GURGAON"



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

Handwritten signature: Hingh

M/s ALM-Infotech City Private Limited

Allottee(s)

Authorized Signatory (s)

ANNEXURE-C
PROPOSED TENTATIVE SPECIFICATION* OF THE UNIT
"ILD GRAND, GURGAON"

APPENDIX A

| | |
|---|---|
| Living Room / Dining Room | |
| Walls | Acrylic emulsion paint finish |
| Floor | Imported tiles |
| Ceiling | Oil bound distemper |
| Bed Rooms | |
| Walls | Acrylic emulsion paint finish |
| Floor | Laminated wooden flooring |
| Ceiling | Oil bound distemper |
| Kitchen | |
| Walls | Ceramic tiles & acrylic emulsion |
| Floor | Ceramic tiles (Anti-skid) |
| Ceiling | Oil bound distemper |
| Counter | Granite counter & stainless steel sink with drain board |
| Toilets | |
| Walls | Ceramic tiles & oil bound distemper |
| Floor | Ceramic tiles (Anti-skid) |
| Ceiling | Oil bound distemper |
| Counter | Granite/ marble counter |
| Sanitary items | White sanitary fixtures, contemporary CP fittings |
| Balconies / Terraces | |
| Walls | Weather proof textured paint |
| Floor | Ceramic tiles (Anti-skid) |
| Ceiling | Oil bound distemper |
| Doors/ Windows | |
| Main Entrance/ Others Doors | Hardwood door frames with skin moulded/ flush door shutters. |
| Windows / External Doors | Powder coated/ anodized aluminium glazing |
| Electrical | |
| Electrical fittings & fixtures | Modular switches & sockets, copper wiring for light & power points. |
| Lift Lobbies/ façade | |
| Walls | Marble/ granite cladding & acrylic emulsion paint |
| Floor | Granite/ Marble |
| Ceiling | Oil bound distemper |
| Façade | Textured paint finish |
| Common Facilities | |
| High speed elevators; power backup; treated water supply; adequate covered/ surface parking; landscaped courts with sit out spaces; kids play area; pedestrian pathway; jogging track; Shopping arcade etc. | |
| Club: Swimming Pool, Gymnasium, Tennis Court, Yoga Centre etc. | |
| Special Features | |
| Provision of Wi fi system for internet & DTH connections | |
| Exclusively designed Sky Terrace / Party zone at terrace level | |
| Disclaimer: This does not constitute a legal offer. All site plans, floor plans, dimensions, specifications etc. are subjected to change till final completion of the project. | |

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

[Handwritten Signature]
[Handwritten Name]

M/s AIM Infotech City Private Limited.

Allottee(s)


31

Authorized Signatory(ies)

ANNEXURE-D
SCHEDULE OF PAYMENT
"ILD GRAND, GURGAON"

Possession Linked Payment Plan

| Sr. No. | Milestone | Particulars |
|---------|------------------------------------|---|
| 1 | On Application of Booking Amount | Rs. 3,00,000/- |
| 2 | Within 120 days of the Application | 30% of (BSP+EDC/IDC+IFMS+ Utility Charges) - Booking Amount |
| 3 | On Completion External Finishing | 30% of (BSP+EDC/IDC+IFMS+ Utility Charges) |
| 4 | On offer of possession | 40% of (BSP+EDC/IDC + IFMS+ Utility Charges) |


Allottee(s)

M/s ALM Infotech City Private Limited


Authorized Signatory (ies)

ASSIGNMENTS AND ENDORSEMENTS

1. FIRST TRANSFER:

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

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Transferor(s)

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

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Transferee(s)

The above transfer is hereby confirmed

For M/s ALM Infotech City Private Limited

Place: New Delhi

Dated:

Authorized Signatory

2. SECOND TRANSFER:

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

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Transferor(s)

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

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Transferee(s)

The above transfer is hereby confirmed

For M/s ALM Infotech City Private Limited

Place: New Delhi

Dated:

Handwritten signature and text, possibly "philata", over a faint stamp.

Authorized Signatory

M/s ALM Infotech City Private Limited

Allottee(s)

Authorized Signatory (ies)

ASSIGNMENTS AND ENDORSEMENTS

3. THIRD TRANSFER:

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

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Transferor(s)

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

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Transferee(s)

The above transfer is hereby confirmed

For M/s ALM Infotech City Private Limited

Place: New Delhi

Dated:

Authorized Signatory

4. FOURTH TRANSFER:

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

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Transferor(s)

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

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Transferee(s)

The above transfer is hereby confirmed

For M/s ALM Infotech City Private Limited

Place: New Delhi

Dated:

[Handwritten signature]

[Handwritten signature]

Authorized Signatory

M/s ALM Infotech City Private Limited

Allottee(s)

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blata

M/s ALM Infotech City Private Limited