

BUILDER BUYER AGREEMENT

This Builder Buyer's Agreement (hereinafter referred to as the "Buyer's Agreement") is made & executed at Gurugram on this _____ day of _____ 20____, **By & Between:**

M/s Elan Buildcon Private Limited (CIN No. U70109DL2014PTC267659), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 1A, 8th Avenue, Bandh Road, Village-Jonapur, New Delhi-110047 and its corporate office at 3rd Floor, Golf View corporate Tower, Golf Course Road, Sector-42, Gurugram-122002 (PAN-AADCE6806C), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____, hereinafter referred to as the

For Elan Buildcon Pvt. Ltd.

“Promoter/Developer/First Party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Company/ Partnership/ Proprietorship/HUF:-.....

PAN.....

Office at.....

.....

.....

Through:.....Designation:.....

Authorized vide Resolution dated:.....Aadhar No

Email ID: Phone/Mob. No.....

AND/OR

Name:

Father/Husband Name:

PAN..... Aadhar No.....

Residing at

.....

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Email ID:Phone/Mob. No.....

For Elan Buildcon Pvt. Ltd.

AND/OR

Name:

Father/Husband Name:

PAN..... Aadhar No.....

Residing at

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Email ID:Phone/Mob. No.....

AND/OR

Name:

Father/Husband Name:

PAN..... Aadhar No.....

Residing at

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.....

Email ID:Phone/Mob. No.....

(hereinafter singly / jointly, as the case may be, referred to as the "**Allottee(s)/Second Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/its legal heirs, administrators, executors successors and permitted assigns).

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "Party".

DEFINITIONS

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"**Actual Area**" shall mean the usable area of the retail/ anchor/ service apartment/ office/ commercial / food shop/ kiosk/ restaurant/ multiplex/ cinema/ food court unit etc., including the area covered by the external walls and half of the area of shared walls, areas under service shafts/structural element(s), exclusive balcony and/or verandah area and/or open terrace area. In case of food shop/kiosk/restaurant/food court unit, the usable area shall also include sitting area, food court coupon counters, drinking & washing areas and any such areas exclusive to the food court& service corridor meant for the unit on pro-rata basis.

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

"**Additional PLC**" means the charges payable in addition to the PLC (Preferential Location Charges) for the Said Unit being additionally preferentially located, which shall be calculated on per sq.ft. based on the super area of the Said Unit.

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

"Allottee" means the person(s) who is entering into this Agreement with the Promoter for the Said Unit allotted to the Allottee(s) and who has signed and executed the Agreement.

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

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

"Declaration" shall mean the Declaration (including any amended Declaration) filed/to be filed under the Apartment Act, with the competent authority, with regard to the Said Unit/Said Building/Said Complex.

"Developer/Promoter" shall have the meaning as described to it in the Preamble.

"Earnest Money" means 15% of the Total Consideration, of the Said Unit payable by the Allottee(s) and more clearly set out in **SCHEDULE-B**

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

"Foot Print" shall mean the precise and underneath area of the Said Building.

"Force Majeure" means any event or combination of events or circumstances beyond control of the Developer which cannot(a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform obligations under this Agreement, which shall include but is not be limited to:

- a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- b) Explosions or accidents, air crashes and shipwrecks;
- c) Strikes or lockouts, industrial dispute;
- d) Non-availability of cement, lack of availability of water for construction, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- g) Any legislation, order or rule or regulation made or issued by the Government or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Building / Said Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- h) Any event or circumstances analogous to the foregoing.

"Government" means the Government of the State of Haryana;

"Governmental Authority" or **"Governmental Authorities"** shall mean any government authority, statutory authority,

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competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub division thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Complex/ Said Building is situated;

“Interest Free Maintenance Security” (IFMS) means the interest free maintenance security to be paid by the Allottee(s) for the maintenance and up keep of the Said Complex/Said Building to be paid as Payment Plan (attached as **SCHEDULE-B**] to this Agreement) to the Developer or to the Maintenance Agency (Rs.150/-per sq.ft.) of the Super Area of the Said Unit.

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

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

“Owner” shall have the meaning as described to it in the Preamble.

“Maintenance Agency” means the Developer, its nominee(s) or association of Unit Allottees or such other agency/ body/ Developer to whom the Developer may hand over the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/ Said Building.

“Maintenance Agreement” means the maintenance agreement to be executed by the Allottee(s) and the Developer / Maintenance Agency.

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

“Non Refundable Amounts” means the interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s)/ incentive(s) paid by the developer/discount(s) given, return on investment paid/payable by the Developer, taxes paid/payable if any, etc.

“Parking Space(s)” means the exclusive right of the Allottee(s) to use the parking space(s), if any exclusively allotted, for parking cars only.

“Person” means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

“Preferential Location Charges” (PLC) means charges for the preferential location of the attribute(s) Said Unit payable/ as applicable to be calculated on the per sq. ft. based on actual area as well as super area of the Said Unit, as mentioned in this Agreement.

“Rules” means the rules made under the Real Estate (Regulation and Development Act, 2016).

“Section” means a section of the Act.

“Said Building” means the tower/building in the Said Complex in which the Said Unit will be located.

“Said Complex/Said Project” means “ELAN MIRACLE”, Sector - 84, Village Hayatpur, Gurugram, Haryana, comprising of retail/ anchor/ service apartment/ office/ commercial / food shop/ kiosk/ restaurant/ multiplex/ cinema/ food court

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unit etc. and any other building, amenities and facilities as may be approved by the Governmental Authority.

"Said Land" means the land admeasuring about 5.91875 acres, situated at Sector - 84, Village Hayatpur, Gurugram, Haryana, on which the Said Complex is being developed.

"Said Premises/Unit" means retail/ anchor/ service apartment/ office/ commercial / food shop/ kiosk/ restaurant/ multiplex/ cinema/ food court unit etc. allotted to the Allottee(s) and/or an exclusive right to use of Parking Space(s), details of which have been set out in **SCHEDULE-B** of this Agreement and the tentative specifications of the same given in **SCHEDULE-C** and includes any alternative Unit allotted in lieu of the Said Unit.

"Sinking Fund" means the Fund to be paid by the Allottee(s) for replacement, upgradation, additions of lifts, escalators, DG sets, electric sub-stations, pumps, firefighting equipment and other capital plants/equipment's in the Said Building/Said Complex, to be paid as per the Payment Plan (attached as **SCHEDULE-B** to this Agreement) to the Developer of the Said Unit to the maintenance agency as per the terms of the maintenance agreement.

"Super Area" shall have the meaning described in **SCHEDULE-E**

"Taxes and Cesses" shall mean any and all taxes payable by the Developer and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, goods and services tax, cess, educational cess, swachhbharat cess, worker's welfare cess or any other taxes, charges, levies by whatever name called, in connection with the construction/operation of the Said Unit/Said Complex, now or in future.

"Total Consideration" means any amount as per the opted payment plan i.e. CLP/DP/PLP/Fixed Return Plan/Other (if any) amongst payable for the Said Unit which includes basic sale price, PLC (if the Said Unit is preferentially located), Additional PLC calculated on per sq.ft. based on the actual Area as well as Super Area of the Said Unit but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of the Application/Agreement, including but not limited to:-

- i) EDC, IDC, IAC, increase in EDC, IDC, IAC, wealth tax, service tax, goods & services tax (GST), property tax or/and any other tax/fees or levies of all and any kinds by whatever name called.
- ii) IFMS.
- iii) Right to use car parking space (one time).
- iv) External Electrification charges (EEC).
- v) Maintenance charges, property tax, municipal tax on the Said Unit.
- vi) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- vii) Taxes and Cesses.
- viii) The cost for electric and water meter as well as charges for water, sewer and electricity connection and consumption.
- ix) Fixture and Fittings.(if applicable)
- x) One time membership fee for club*.
- xi) Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement and such other charges as may be demanded by the Developer, which amounts shall be payable by the Allottee(s) in addition to the Total Consideration in accordance with the terms and conditions of the Agreement and as per the demand raised by the Developer from time to time.

*The club membership charges would be applicable only on service apartments. The monthly/yearly club charges would be paid additionally by the allottee(s) of the service apartments.

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INTERPRETATION

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or notated.

The Allottee(s) agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee(s) has understood or acknowledged obligations of the Allottee(s) or the rights of the Developer, the Allottee(s) has given consent to the actions of the Developer or the Allottee(s) has acknowledged that the Allottee(s) has no right of whatsoever nature, the Allottee(s) in furtherance of the same, shall do all such acts, deeds or things, as the Developer may deem necessary and/or execute such documents/deeds in favour of the Developer at the first request without any protest or demur.

WHEREAS:

- a. M/s Elan Buildcon Private Limited has purchased the land situated in revenue estate of village Hayatpur, Sector-84, Gurugram vide registered Agreement dated 02.06.2016 from M/s. Bajaj Motors Limited having its registered office at 39-40 KM, Delhi-Jaipur Highway, Narsingpur, Gurugram, Smt. Sushma W/o Sh. Anil Aggarwal, Smt. Ashi W/o Sh. Amit Aggarwal, Smt. Nirmala W/o Sh. Ram Niwas, Smt. Manju W/o Sh. Rajesh and Smt. Charu W/o Sh. Atul Goyal are full-fledged and lawful owner in possession of following land situated in revenue estate of Village Hayatpur, Sector-84, Gurugram, Land bearing Rect. No. 65 killa no. 3/3 (3-4), 4 (7-6), 7 (6-18), 8 (8-0), 13 (3-18), 2/2/2 (6-4), 3/1 (4-11), 9/1 (4-19), Rect. No. 64 killa no. 23/2 (2-7) totally admeasuring 5.91875 acres situated in the revenue estate of Hayatpur, Sector-84, Tehsil & Distt. Gurugram, Haryana .
- b. The Said Land is earmarked for the purpose of building a commercial project, and the said project shall be known as 'Elan Miracle' ("Project/Complex").
- c. The Director, Town and Country Planning Haryana, Chandigarh has granted the license no. 34 of 2014 dated 12.06.2014 to develop a Commercial Colony;
- d. The Promoter has obtained the layout plan, sanctioned plan, approvals for the Project and also for the said premises/unit, plot or building, as the case may be, from DTCP, Haryana, Chandigarh.
- e. The Promoter has registered the Project under the provisions of the Act with the Haryana, Real Estate Regulatory Authority at Panchkula, Haryana on 14.09.2017 under registration no. 190 of 2017.
- f. The Allottee had applied for a retail/ anchor/ service apartment/ office/ commercial / food shop/ kiosk/ restaurant/ multiplex/ cinema/ food court unit etc. in the Project vide application dated _____ and has been allotted retail/ anchor/ service apartment/ office/ commercial / food shop/ kiosk/ restaurant/ multiplex/ cinema/ food court unit no. _____ having actual area of _____ square feet (super area of _____ square feet), type _____, on _____ floor in the said complex as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined in the Act (hereinafter referred to as the "Premises/Unit" more particularly described in SCHEDULE-B);
- g. The Parties have gone through all the terms and conditions set out in this Agreement and have clearly understood the mutual rights and obligations detailed herein;

For Elan Buildcon Pvt. Ltd.

- h. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project/Complex;
- i. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- j. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the premises/unit as specified in para-f.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Premises/Unit as specified in para-f(above) and as mentioned in **SCHEDULE-B**.
- 1.2 The Total Price/Cost for the Premises/Unit based on the super area and the breakup of the Total Cost/Total Price is more specifically mentioned in **SCHEDULE-B**.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall be charged from the Allottee exclusively.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **SCHEDULE-B ("Payment Plan")**.
- 1.5 The Promoter shall confirm to the final actual area that has been allotted to the Allottee after the construction of the Building is complete and the Developer has applied for occupancy certificate by furnishing details of the changes, if any, in the actual area. The total price payable by allottee(s) for the actual area shall be recalculated upon confirmation by the Promoter. If there is reduction in the actual area then the Promoter shall refund the excess money paid by Allottee within forty-five days. If there is any increase in the actual area of the premises/unit, allotted to Allottee, the Promoter may demand that from the Allottee forthwith or on offer of possession. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.6 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Premises/Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the said premise/unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the occupancy certificate from the competent authority as provided in the Act;

For Elan Buildcon Pvt. Ltd.

- (iii) That the computation of the Total Price of the premises/unit includes recovery of price of land, construction of not only the premises/unit but also the Common Areas, infrastructure development charges, external development charges, cost of providing lift, escalators, doors and fire-fighting equipment etc in the common areas and other common services in the complex.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the said premises/unit along with the right to use parking (if applicable) shall be treated as a single indivisible unit.
- 1.8 The Allottee has paid a sum of _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said premises/unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said premises/unit as prescribed in the Payment Plan [**SCHEDULE-B**] as may be demanded by the Promoter within the time and in the manner specified therein:
Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- 1.9 The Allottee(s) agrees and understands that the definition of Super Area [as mentioned in **SCHEDULE-E**], Actual Area, the tentative percentage of Actual Area to Super Area as on the date of execution of this Agreement shall be subject to change till the construction of the Said Building is complete. The Allottee(s) affirms that the Allottee(s) shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Consideration or any change in the percentage of the Actual Area to the Super Area as mentioned in **SCHEDULE-B**.
- 1.10
- (i) The Allottee(s) agrees that amount of PLC as prescribed in **SCHEDULE-B** is to be paid by the Allottee(s) in the manner and within the time as stated in the Payment Plan given in **SCHEDULE-B**
- (ii) The Allottee(s) agrees that if due to any change in the lay-out plan/building plan of the Said Complex/Said Building :-
- The Said Unit ceases to be preferentially located, then only the amount of PLC, paid by the Allottee(s) shall be refunded and such refund shall be through adjustment in the next installment, as stated in the payment plan [**mentioned in SCHEDULE-B**] opted by the Allottee(s).
 - The Said Unit becomes preferentially located, if at the time of the Application it was not preferentially located, the Allottee(s) shall pay PLC of the Said Unit to the Developer, as applicable and payable additionally along with next installment, as stated in the payment plan opted [**mentioned in SCHEDULE-B**] by the Allottee(s).
 - The Said Unit becomes additionally preferentially located (through additional preferential attributes), the Allottee(s) shall pay Additional PLC for such Additional PLC attributes to the Developer, as applicable and payable additionally by the allottee(s) along with next installment, as stated in the payment plan opted (mentioned in **SCHEDULE-B**).
- The Allottee(s) understands that in case of change in the location of the Said Unit due to change in the layout plan/building plan of the Said Complex/Said Building or otherwise, the Allottee(s) shall have no other right or claim except as mentioned herein above.
- 1.11 The Allottee(s) agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the Government or any other Governmental Authority (ies) shall be paid by the Allottee(s) and any further increase in EDC/IDC/IAC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any Governmental Authority (ies) shall be paid by the Allottee (s). It is also agreed by the Allottee (s) that all such levies/ increases may be levied by the Government of Haryana or any other Governmental Authority (ies) on prospective or retrospective basis effective from the date of application for license (s) of the Said Building/Said Unit/ Said Land. The Developer makes it clear that if it is required to pay such levies, EDC/IDC/IAC, interest and other charge etc. in such prospective/retrospective manner from the date of license (s), then the Developer shall demand, and the Allottee(s) undertake(s) to

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pay the same without any protest. The pro-rata demand made by the Developer to the Allottee(s) with regard to EDC/IDC/IAC and/or increase in EDC/IDC/IAC shall be final and binding on the Allottee(s). If the EDC/IDC/IAC and/or increased EDC/IDC/IAC is not paid, then the non-payment of such charges shall be treated as unpaid sale consideration as per the Application/Agreement and the Developer shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts and the balance amount, if any, shall be refunded to the Allottee(s). If the EDC/IDC/IAC and/or increased EDC/IDC/IAC is levied (including with retrospective effect) after the conveyance deed has been executed, the Allottee(s) agrees and undertakes to pay the same on demand by the Developer and if the demanded charges are not paid, then the same shall also be treated as unpaid sale consideration of the Said Unit/Parking Space(s), if any allotted and the Developer in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Unit/Parking Space(s), if any allotted till such unpaid charges are paid by the Allottee(s).

- 1.12 The Allottee(s) agrees and understand that the Total Consideration mentioned in this Agreement is inclusive of cost of providing the firefighting equipment in the common areas as provided within it's limit and fire fighting code/regulations but does not include the cost of electric fittings, fixtures, within the unit etc. which shall be got installed by the Allottee(s) at the Allottee(s)'s own cost as well as the charges for water, sewer and electricity connection. If, however, due to any subsequent legislation/Government order or directives or guidelines or if deemed necessary by the Developer or any of its nominees, additional fire safety measures are undertaken, then the Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other Allottees as determined by the Developer in its absolute discretion. Allottee(s) also agrees to pay fire fighting charges for fire fighting system installed in the said Premises/Unit.
- 1.13 The Allottee(s) agrees and understands that if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission, from DHBVNL or from any other body/commission/regulator/licensing authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the Said Complex/Said Building then the Allottee(s) undertakes to pay on demand to the Developer proportionate share as determined by Developer of all deposits, charges & costs paid/payable by the Developer or the Maintenance Agency to DHBVNL/any other body/commission/regulatory/licensing authority constituted by the Government of Haryana failing which the same shall be treated as unpaid sale price of the Said Unit payable by the Allottee(s) for the Said Unit and the conveyance of the Said Unit shall be withheld by Developer till full payment thereof is received by the Developer from the Allottee(s). Proportionate share of cost, incurred by the Developer for creating infrastructure like HT Feeder, EHT Sub-station etc. shall also be payable by Allottee(s) on demand. 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)'s rights to apply for individual/direct electrical supply connection directly from DHBVNL or any other body responsible for supply of electrical energy. An undertaking in this regard shall be executed by the Allottee(s). The Allottee(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by Developer from time to time.
- 1.14 The Allottee(s) agrees and understands that the Developer or its agents/its subsidiaries/associates/affiliates or sister concerns, may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which the Developer/Developer may develop in future. In such an eventuality the Allottee(s) fully concur and confirm that the Allottee(s) shall have no objection to such arrangement for generating and/or supply of power and the Allottee(s) gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to Said Unit directly and the Allottee(s) understands the possibility of it being to the exclusion of power supply from DHBVNL/State Electricity Boards(SEBs)/any other source. This arrangement could be provided within the Said Complex. Further, the Developer or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Developer or its agents/its

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subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment/plant may be located anywhere in or around the Said Complex.

The Developer or its agents/its subsidiaries/associates/affiliates or sister concerns shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Developer or the concerned authority(ies) which may or may not be limited to the rate then charged by the Dakshin Haryana BijliVitrans Nigam Ltd. (DHBVNL)/State Electricity Boards(SEBs),the Allottee(s) shall be liable to pay the amount based on the tariff to the Developer or its agents directly or through the association of Allottee respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Developer or its agents/its subsidiaries/associates/affiliates or sister concerns. Such power generating and/or supplying equipment may during its operation cause inconvenience to the Allottee(s) and the Allottee(s) shall have no objection to the same. The Allottee(s) shall be obliged to pay the consumption charges as per the meter readings. The Allottee(s) shall not have any right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever. This clause shall survive the conveyance of the Said Unit or any subsequent sale/resale or conveyancing thereof.

- 1.15 The Allottee(s) agrees and acknowledges that any change in the sanction of the building plan, from time to time and Allottee(s) acknowledges that in such an eventuality, the dimensions of the Said Unit allotted to the Allottee(s) can change. In case of such eventuality if the super area of the Unit is more/less than $\pm 20\%$, alternative unit shall be provided for allotment to the allottee(s) by the developer.
- 1.16 The Allottee(s) acknowledges and confirms that the Allottee(s) has not paid any amount towards any other land, areas, facilities and amenities including but not limited to those listed below, and as such, the Allottee(s) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. The Allottee(s) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Developer and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other Person.
- i) All land (except the general commonly used areas and facilities within the Said Complex earmarked for common use, limited to and precisely listed in **SCHEDULE-D** of the Agreement), falling outside the Foot Print, including but not limited to those as listed in **SCHEDULE-D**, or any other facility or amenity as may be provided by the Developer at its sole discretion or as provided in accordance with the directions of any Governmental Authority(ies) including any Units, etc. in the Said Complex, are specifically excluded from the scope of this Agreement and the Allottee(s) shall not have any right of any nature whatsoever in such land, areas, facilities and amenities within the Said Complex/Said Land or anywhere on the Said Land.
 - ii) All land(s) [other than usage of land(s) earmarked by the Developer in the layout plan as may be approved from time to time or otherwise as public roads, public streets for exiting only for use by general public] falling outside the periphery/boundary of the Said Land are clearly outside the scope of this Agreement and the Allottee(s) shall have no right of any nature whatsoever in such land.
 - iii) Any additional construction on the Said Land and/or additional floor on the said building in and around the Said Land, which the Developer may construct in order to utilize the additional FAR, if any, to the Said Building/Said Complex.
- 1.17 The Allottee(s) acknowledges that the Developer may, at its sole discretion make the Said Complex a part of 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 have any right to raise any objection in this regard. In the event of any such formation, the Common Areas and Facilities and the undivided interest therein of each Unit owner shall be specified by the Developer in the Declaration which shall be filed by the Developer in compliance of the Apartment Act which shall be conclusive and binding upon the Allottee(s) and the Allottee(s) shall not have any right to raise any objection/dispute in this regard against the Developer as the case may be.

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2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan **SCHEDULE-B** through A/c Payee cheque/demanddraft/bankersChequeoronlinepayment(asapplicable)payableatGurugram.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) but limited to modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said premises/unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the said premises/unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the premises/unit to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

The Allottee(s) also agrees that time is essence with respect to payment of total consideration and other charges, deposits and amounts payable by the allottee(s) as per this agreement and /or as demanded by the developer from time to time and also to perform/observe all the other obligations of the Allottee(s) under this agreement. The Developer shall not be under any obligation to send any reminders for the payments to be made by the Allottee(s) as per the Payment Plan [annexed as **SCHEDULE B**] and for the payments to be made as per the demand by the Developer or other obligations to be performed by the Allottee(s). It is hereby expressly agreed by the Allottee(s) that in case of any delay in payment of any of the installment(s), by the Allottee(s), the Developer shall not pay any compensation under any circumstances to the Allottee(s).

6. CONSTRUCTION OF THE PROJECT/ PREMISES/UNIT:

The Allottee has seen and accepted the proposed layout plan, specifications, amenities and common facilities of the said premises/unit and accepted the payment plan and the specifications, amenities and common facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, specifications, amenities and common facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Haryana Government.

For Elan Buildcon Pvt. Ltd.

7. POSSESSION OF THE PREMISES/UNIT:

- 7.1 Schedule for possession of the said premises/unit-** The Promoter agrees and understands that timely delivery of possession of the said premises/unit to the allottee(s) and the common areas to the association of allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said premises/unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place within a period of 48 (forty eight) months from the date of this Agreement with an extension of further twelve months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said premises/unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allottee(s) subject to deduction of non-refundable amounts including but not limited to return on investments paid/payable by the Promoter to the Allottee(s). The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee [subject to deduction of non-refundable amounts including but not limited to return on investments paid/payable by the Promoter, interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s)/ incentive(s) paid by the developer/discount(s) given, taxes/statutory levies paid/payable, if any], the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is however clarified that if the developer offer the possession of the unit before the stipulated timeline as mentioned above, the allottee(s) shall take the possession without any protest or demur.
- 7.2 PROCEDURE FOR TAKING POSSESSION-** The Promoter, upon applying for the occupancy certificate from the competent authority shall offer in writing the possession of the said premises/unit, to the allottee in terms of this Agreement to be taken within one month from the date of issue of offer of possession for fitouts. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of grant of occupancy certificate], subject to availability of the allottee(s), Developer's representative & payment of stamp duty, registration charges, other legal & administrative charges by the allottee. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/maintenance agency/association of allottees, as the case may be, w.e.f. date of offer of possession for fitouts by the developer. The promoter shall hand over the copy of occupancy certificate of the premises/unit, as the case may be, to the allottee(s) at the time of conveyance of the same.
- 7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF PREMISES/UNIT -** Upon receiving a written intimation from the Promoter as per para 7.2, the allottee shall take possession of the said premises/unit from the Promoter by executing necessary indemnities, undertakings, maintenance agreement and such other documentation as prescribed in this Agreement, or as per the fact provided by the developer at the time of offer of possession. In case the Allottee fails to take possession within the time provided in para 7.2, such allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 as well as the holding charges calculated @ Rs. 10/- per sq.ft of the super area per month for the period of delay.
- 7.4 POSSESSION BY THE ALLOTTEE-** After applying for the occupancy certificate and handing over physical possession of the said premises/unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate].
- 7.5 CANCELLATION BY ALLOTTEE-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act, Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit out of the

amount(s) paid by the allottee(s), the earnest money (i.e. 15% of the Total Sales Consideration) along with non-refundable amounts including but not limited to interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s)/ incentive(s) paid by the developer/discount(s) given, return on investment paid/payable by the Developer, taxes paid/payable if any, etc. It is hereby agreed by the parties that 15% of total consideration of the Said Unit shall be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in the Application and this Agreement. In the event, the Allottee(s) fails to perform any obligations or commit breach of any of the terms and conditions, mentioned in the Application and/or this Agreement, Allottee authorize Promoter to cancel the allotment and on such eventuality, the Allottee(s) authorizes the Promoter to forfeit the Earnest Money along with non-refundable amounts including but not limited to interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s)/ incentive(s) paid by the developer/discount(s) given, return on investment paid/payable by the Developer, taxes paid/payable if any, etc. Thereafter the Allottee(s) shall be left with no right, interest and lien on the said premises/unit.

- 7.6 **COMPENSATION** – The Promoter shall compensate the Original Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act. It is clarified that no compensation of any nature would be payable to any subsequent allottee(s)/ transferee(s)/subsequent buyer(s).

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the said premises/unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; the Promoter shall be liable, on demand to the Original allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said premises/unit, subject to deduction of earnest money as well as non-refundable amounts including but not limited to the interest paid or payable on delayed payments, brokerage(s)/ incentive(s) paid by the developer/discount(s) given, return on investment paid/payable by the Developer, taxes paid/payable if any. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Original Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Premises/Unit. It is however clarified that no penalty/compensation of any nature shall be payable to Allottee(s) who have opted for fixed return payment plan.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and the Project has requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said premises/unit that may hinder the possession of the Allottee/s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said premises/unit are valid and subsisting. Further, the Promoter has been and shall, at all times, endeavour to be in compliance with all applicable laws in relation to the Project, said Land, Building and said premises/unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said premises/unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises/unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said premises/unit to the Allottee and the common areas shall be handed over to the association of allottees or the competent authority, as the case may be after obtaining the Occupancy Certificate from the competent authority;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of the said premises/unit, along with common areas (equipped with all the specifications, amenities and facilities) to be handed over to the allottee(s) and the association of allottee(s) or the competent authority, as the case may be after obtaining the Occupancy Certificate from the competent authority;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide possession of the said premises/unit to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'possession' shall mean that the said premises/unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been applied for by the Promoter to the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the premises/unit, subject to deduction of earnest money and non-refundable amounts.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) Failure to make payments within the time as stipulated in the Payment Plan as given in **SCHEDULE-B** and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IFMS as demanded by the Developer, any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Promoter to the Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- (ii) Failure to perform and observe any or all of the Allottee's obligations including all Laws applicable in India 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 Promoter in relation to the Said Unit.
- (iii) Failure to take possession of the Said Unit within the time stipulated by the Promoter.
- (iv) Failure to execute the conveyance deed within the time stipulated by the Promoter in its notice.

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- (v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy etc. or any increases in respect thereof, as demanded by the Promoter, its nominee, other Body or Association of Unit Owners, as the case may be.
- (vi) Failure, pursuant to a request by the Promoter, to become a member of the association of Unit owners of the Said Building/Said Complex or to pay subscription charges etc. as may be required by the Developer or association of Unit owners, as the case may be.
- (vii) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Promoter.
- (viii) Dishonour of any cheque(s) given by the Allottee(s) for any reason whatsoever.
- (ix) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space, if any allotted, independent of the Said Unit or usage of the Parking Space other than for parking his/her vehicle.
- (x) Failure to pay Sinking Fund.
- (xi) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Promoter in this regard shall be final and binding on the Allottee(s).

Unless otherwise provided in this Agreement, upon the occurrence of anyone or more of event(s) of default under this Agreement including but not limited to those specified above, the Promoter may, in its sole discretion, cancel this Agreement without any further notice or intimation and the Promoter shall have the right to retain Earnest Money along with any other non-refundable amounts including but not limited to interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s)/ incentive(s) paid by the developer/discount(s) given, return on investment paid/payable by the Developer, taxes paid/payable if any, etc. The Allottee(s) acknowledges that upon such cancellation of this Agreement, the Allottee(s) shall have no right or interest on the Said Unit and the Promoter shall be discharged of all liabilities and obligations under this Agreement and the Promoter shall have the right to sell or deal with the Said Unit and the Parking Space, (if any allotted) in the manner in which it may deem fit as if this Agreement had never been executed. Remaining amount, if any, shall be refunded by the Promoter without any interest or compensation whatsoever to the Allottee(s) after realization of proceeds from subsequent sale of the said unit if so deemed appropriate by the Promoter. This will be without prejudice to any other remedies and rights of the Promoter to claim other liquidated damages which the Promoter might have suffered due to such breach committed by the Allottee(s).

10. CONVEYANCE OF THE SAID PREMISES/UNIT:

The Promoter, on receipt of Total Price of the said premises/unit as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said premises/unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges, administrative expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, administrative expenses and registration charges to the Promoter is made by the Allottee.

11. (a) MAINTENANCE OF THE SAID BUILDING / PREMISES/UNIT / PROJECT (ON PAYABLE BASIS BY THE ALLOTTEE)

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project through maintenance agency.

The Allottee(s) agrees to execute Maintenance Agreement with the Maintenance Agency/or any other nominee/agency or other body/association of Unit owners as may be appointed by the Promoter from time to

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time for the maintenance and upkeep of the Said Commercial Complex. This Maintenance Agreement shall not be deemed to be executed till the same is signed by all the parties. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Promoter reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The maintenance charges shall become payable from the date of offer of possession by the Promoter.

It is further specifically clarified that if at any time, after having taken over the Said Commercial Complex, the Maintenance Agency, said association of Unit owners decides to execute a Maintenance Agreement, the Allottee(s) shall not have any objection to the same and shall execute the Maintenance Agreement as may be required by the Maintenance Agency or association of Unit owners or its nominees or assigns.

The Allottee(s) shall also be required to obtain No Objection Certificate from the Maintenance Agency prior to transfer of the premises. The Maintenance Agency shall issue the No Objection Certificate only if there are no dues outstanding against the Allottee(s) towards maintenance/electricity/power back up charges etc. and also such other amounts as may be payable under the maintenance agreement.

That the Promoter/Maintenance Agency at its absolute discretion shall be entitled to discontinue electricity/water and other services to the unit till such time the lapse imputed to the Allottee(s) and/or person/ firm/ company claiming through the Allottee(s) is rectified. In addition Promoter/Maintenance Agency's rights of unrestricted Usage of all common areas and facilities and parking spaces for providing necessary maintenance services. Allottee(s) agrees to permit the Promoter/Maintenance Agency to enter into the said Premises 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 Premises or the defects in premises above or below the said Premises. Any refusal of Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Promoter/Maintenance Agency shall be entitled to take such actions as they may deem fit including but not limited to discontinuing all maintenance services, electricity supply etc.

The service areas, if any, as may be located within the Allotted Area shall be earmarked by Promoter/Maintenance Agency to house services including but not limited to Electric Substation, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per zoning Plans/Building Plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Promoter/Maintenance Agency and its employees for rendering maintenance services, except for service corridor of food court, kiosk and restaurant. Any violation of this condition shall be a breach of this Agreement by Allottee(s).

It is the liability of the Allottee(s) to pay the maintenance charges, electricity, water & sewer charges etc. in respect of the said Premises. Any unpaid charges for the said Premises shall always be recoverable from Allottee(s) notwithstanding any agreement or arrangement between Allottee(s) and subsequent Lessee/Licensee/Occupant.

That in case any repair is warranted in the said premises/unit due to any act, deed or thing directly/indirectly done by the Allottee(s), in that event the Promoter/Maintenance Agency shall be entitled to call upon the Allottee(s) to undertake the same and in the event of failure of the Allottee(s) to do the same, the Promoter/Maintenance Agency shall be entitled to undertake the said repair itself and to recover cost thereof from the Allottee(s). Such failure on the part of the Allottee(s) to abide by the request of the Promoter/Maintenance Agency shall be construed to be a breach of this contract. In such event, the Allottee(s) shall not be entitled to avail any facility/amenity till such time it pays the cost of repairs incurred by the Promoter/Maintenance Agency.

(B) INTEREST FREE MAINTENANCE SECURITY (IFMS)

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 Payment Plan given in **SCHEDULE-B** and to always keep the IFMS deposited with the Promoter/Maintenance Agency. In case the Allottee(s) fails to pay any maintenance bill then (a) the Allottee(s) shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills, interest etc. shall be first adjusted from the maintenance security and if the IFMS falls below the agreed sum @ **Rs.150/-** per sq ft. approx. of the Super Area of the Said Unit, then the Allottee(s) hereby undertakes to make good the resultant short fall within fifteen days of the due date of the defaulted maintenance bill. The Promoter/Maintenance Agency reserves the right to increase the IFMS from time to time keeping in view the increase in the cost of maintenance

services and the defaults committed by the Allottee(s). The decision of the Promoter/Maintenance Agency shall be final and binding upon the Allottee(s). The Allottee(s) agrees to pay such increases within fifteen (15) days of written demand by the Promoter/Maintenance Agency. If the Allottee(s) fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Promoter may in its sole discretion treat this Agreement as cancelled without any notice to the Allottee(s) and to adjust the shortfall from the sale proceeds of the Said Unit and to refund to the Allottee(s) the balance of the money realized from such sale after deducting therefrom the entire Earnest Money and Non-Refundable Amounts including but not limited interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s)/ incentive(s) paid by the developer/discount(s) given, return on investment paid/payable by the Developer, taxes paid/payable if any, etc. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Allottee(s) and the Promoter/Maintenance Agency shall have first charge/lien on the Said Unit in respect of any non-payment of shortfall/increases as the case may be.

The Promoter shall at its sole discretion have the right to transfer to the Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outstanding amounts at any time including upon execution of the Conveyance Deed and thereupon the Promoter shall stand completely absolved/discharged of all of its obligations and responsibilities concerning the IFMS, including but not limited to issues of repayment, refund and/or claims, if any relating to the same. The Maintenance Agency, upon transfer of the IFMS and/or in case fresh IFMS is sought from the Allottee(s) as stipulated hereinabove shall have the right to modify/revise all or any of the terms of the Maintenance Agreement, including but not limited to the amount/rate of IFMS, etc.

The Allottee(s) has specifically agreed that the allotment of the Said Unit shall be subject to strict compliance of a code of conduct that may be determined by the Promoter/Maintenance Agency for occupation and use of the Said Unit and such other conditions as the Promoter/Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Said Unit, operation hours of various maintenance services, general compliance for occupants of the Said Complex, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct as may be specified by the Promoter/Maintenance Agency is always subject to change by the Promoter/Maintenance Agency.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other material defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter/Maintenance Agency within a period of 5 (five) years by the Allottee from the date of offer of possession, it shall be the duty of the Promoter to rectify such defects without further charge.

13. (a) RIGHT TO ENTER THE PREMISES FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the premises/unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

(b) PAYMENT FOR REPLACEMENT, UP-GRADATION, ADDITIONS OF LIFTS, ESCALATORS DG SETS, ELECTRIC SUB-STATIONS, PUMPS, FIREFIGHTING EQUIPMENT AND OTHER CAPITAL PLANTS/ EQUIPMENT'S:

As and when any plant & machinery within the Said Commercial Complex, as the case may be, including but not limited to lifts, escalators, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. which cannot be replenished by the sinking fund, the cost thereof shall be contributed by all the Allottee(s) in the Said Commercial Complex, as the case may be on pro-rata basis as specified in this Agreement. The Promoter 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.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said project i.e. "Elan Miracle", shall be earmarked for purposes such as parking spaces and services including but not limited to

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electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the maintenance agency/ association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PREMISES:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said premises/unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises/unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said premises/unit and keep the said premises/unit, its walls and partitions, sewers, drains, pipe 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 is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas except for specifically allotted area or marked area. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said premises/unit or place any material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer wall of the premises/unit.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems (if any) installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 That the Allottee(s) undertakes not to sub-divide the Said Unit agreed to be allotted to it. The Allottee(s) further undertakes that in case it transfers its right and interests in the Said Unit agreed to be allotted to it in favour of any person/Developer by way of mortgage, tenancy, license, gift or in any other manner, such person/Developer so induced by the Allottee(s) shall be also bound by the terms and conditions of this agreement. The Developer or its nominee including any other body or any other Association of Allottee(s) shall be entitled to enforce all terms and conditions of this agreement against any person/Developer/entity who has been induced in the unit originally agreed to be allotted to the Allottee(s) irrespective of the fact whether such entry in the Said Unit of the Allottee(s) is permissive or hostile.
- 15.5 That the Allottee(s) shall not be entitled to install its personal/individual generators for providing power back up to the Said Unit agreed to be allotted to the Allottee(s).
- 15.6 That if the Allottee(s) intends to carry out the Interior adaptations and interior works in the Said Unit and seeks permission thereof, the Developer may permit the same subject to the following conditions:
 - i. All the payments due and payable under this Agreement shall have to be paid by the Allottee(s) before the Allottee(s) seeks permission for carrying out interiors work in the Said Unit as mentioned hereinabove.
 - ii. Payments due under the Agreement towards Maintenance deposit, maintenance charges etc. are regularly and punctually paid and there are no arrears with respect thereto.
- 15.7 That the Allottee(s) shall prior to commencement of interior work in the Said Unit ensure all the interior work has been done as per the drawings submitted to the Developer. The Allottee(s) will be liable for any mishap arising due to the non-compliance.
- 15.8 The work of interior adaptation undertaken by the Allottee (s) shall not obstruct or affect the construction of the Developer or the interior work being done by any other Allottee (s) of the Complex or cause any

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nuisance of any kind, which may be objectionable to the Developer, or any other Allottee (s) of the Complex. In case, the Allottee(s) does not remove such nuisance or obstruction as aforesaid after notice by the Developer, the Developer shall have the right to cancel the permission forthwith and the Agreement shall also be determined.

- 15.9 The Allottee(s) shall ensure complete safety of material and the equipment kept in the Said Unit, to be used or useable in the interior works undertaken by the Allottee (s) and the Developer shall not be responsible or liable in case of pilferage or misplacement of such materials or equipment. Further, the Developer shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Said Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) itself/himself/themselves. The Allottee(s) shall indemnify and keep the Developer harmless against all such claims or liabilities.
- 15.10 The Allottee(s) shall comply with all directions/requirements as stipulated by the Developer or its authorized staff while carrying out the interiors in the Said Unit.
- 15.11 The Allottee(s) shall not damage or cause any harm to the structures in the Said Unit or any part of the Complex in the process of doing the interiors and in case of any such damage the Allottee(s) would be liable to compensate the Developer(s) or the Maintenance Agency.
- 15.12 That in case the Allottee(s) proceeds to sub-divide the Said Unit agreed to be allotted to it or in case the Allottee(s) proceeds to use the Said Unit allotted to it for any purpose other than the one indicated in this Agreement or in case the Allottee(s) lets out/transfers/parts with possession of the Said Unit in contravention of the terms contained in this Agreement, or commits any other breach/violation of this Agreement, in that event the Developer shall be entitled to terminate this Agreement and resume the site agreed to be allotted to the Allottee (s) and to recover vacant possession from the Allottee (s) or any person indicated by him. The Allottee(s) undertakes to mention in the instrument of transfer/lease/license/sale/mortgage/gift, etc. that the Said Unit subject matter of this Agreement shall only be used for the purpose indicated in this Agreement. In case Developer is constrained to cancel the allotment, resume the site and to recover entire costs and expenses incurred, the same would be borne by the Allottee(s).
- 15.13 The Allottee(s) shall provide to the Developer all the drawings and diagrams pertaining to electrical wiring, air conditioning distribution lay out and fire alarm diagrams prior to their occupying the Said Unit. The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, ducting, plumbing and all such service utilities which are connected to the main equipment/service of the Complex.
- 15.14 The Allottee (s) shall be permitted to carry out at his/her own cost but without damaging the main structure of the premises/ block as well as false ceiling/sprinkler system/smoke detectors provided inside the Said Unit, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the business of the Allottee(s) provided that, if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee(s) shall not carry out such additions or alterations or erections only after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax, etc. would be the responsibility of the Allottee(s).
- 15.15 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Developer.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of the said premises/unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS/ ALTERATIONS OF UNSOLD UNITS AND USE OF ATRIUM:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project contrary to the building plan, or revision thereof. However, Promoter shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary

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or extra ordinary in relation to any unsold Unit(s) within the Said Commercial Complex and the Allottee(s) shall have no right to raise objections or make any claims on this account. That it is clearly understood and agreed by and between the parties hereto that the Promoter shall have the unqualified and unfettered right to allot or lease or use the space in the atrium to anyone of their choice on any terms and conditions as they deem fit and the Allottee(s) shall not be entitled to raise any objection or claim or compensation on the ground of inconvenience or any other ground whatsoever. The Occupier in the atrium shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the Promoter.

18. RIGHT OF THE DEVELOPER TO ADDITIONAL FAR

The Allottee(s) agrees and understands that, Promoter may apply for increasing the current applicable FAR of 1.50. If the FAR is increased beyond the current applicable FAR of 1.50 by the Government Authority, the Promoter shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings/floors in the Said Commercial Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Commercial Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Commercial Complex.

19. DEVELOPER'S RIGHT TO RAISE FINANCE

The Promoter shall have the right to raise finance/loan from any financial institution/bank/non-banking finance Corporation (NBFC) by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Unit/Said Commercial Complex/Said Land subject to the condition that the Said Unit shall be free from all encumbrances at the time of execution of Conveyance Deed. The Promoter/financial institution/bank/non-banking finance Corporation (NBFC), as the case may be, may always have the first lien/charge on the Said Unit for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Promoter/affiliates for the purpose of the construction of the Said Commercial Complex.

20. AGREEMENTS SUBORDINATE TO MORTGAGE BY PROMOTER

The Allottee(s) agrees that no lien or encumbrance shall arise against the Said Unit as a result of this Agreement or any money deposited hereunder by the Allottee(s). In furtherance and not interrogation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage hereto hereafter made/created by the Promoter and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Unit or excuse the Allottee(s) from completing the payment of the price of the Said Unit or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Promoter provided that at the time of the execution of the Conveyance Deed the Said Unit shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee(s) who have opted for long term payment plan arrangement with any financial institutions/banks the conveyance of the said Unit in favour of the Allottee(s), shall be executed only on the Promoter receiving no objection certificate from such financial institution/banks/non-banking finance Corporation (NBFC).

21. AGREEMENT SPECIFIC ONLY TO THE SAID UNIT/SAID COMPLEX

The Allottee(s) agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to aforesaid Unit offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Unit(s)/building(s)/project(s) of the Promoter/its associates/subsidiaries, partnership firms in which the Promoter is partner or interested.

22. ASSIGNMENT OF BUYER'S AGREEMENT

Assignment of this agreement or any interest of Allottee(s) in this Agreement shall not be transferred:

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- a. Without prior written consent of the Promoter
 - b. Without payment of assignment/administrative charges
 - c. Not executing prescribed documentation as required by the Promoter for any such assignment.
- Such assignments shall be treated as Null and Void.

23. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deduction of Earnest Money and non-refundable amounts.

24. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises/unit/building, as the case may be.

25. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

26. FORCE MAJEURE:

The Developer shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions.

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT/ ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the premises/unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the premises/unit, in case of a transfer/assignment, as the said obligations go along with the premises/unit for all intents and purposes. It is clarified that no compensation of any nature would be payable to any subsequent allottee(s)/ transferee(s)/subsequent buyer(s)

28. WAIVER NOT A LIMITATION TO ENFORCE:

28.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [SCHEDULE-B] by waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

28.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

29. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

For Elan Buildcon Pvt. Ltd.

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion with the super area of the said premises/unit bears to the total super area of all the Other Units in the Project.

31. ALTERATION/MODIFICATION

In case of any alteration/modifications resulting in change in the Super Area of the Said Unit any time prior to and up on the grant of occupation certificate is more than $\pm 20\%$, the Developer shall intimate in writing to the Allottee(s) the changes thereof and the resultant change, if any, in the Total Consideration of the Said Unit to be paid by the Allottee(s) and the Allottee(s) agrees to deliver to the Developer written consent or objections to the changes within thirty (30) days from the date of dispatch by the Developer. In case the Allottee(s) does not send his written consent, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating his non-consent/objections to such alterations/modifications then in such case alone the Developer may at its sole discretion decide to cancel this Agreement without further notice and refund the money received from the Allottee(s) (less earnest money & non-refundable amounts) within ninety (90) days from the date of receipt of funds by the Developer from resale of the said unit. Upon the decision of the Developer to cancel the Said Unit, the Developer shall be discharged from all its obligations and liabilities under this Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Said Unit and the Parking Space(s), if allotted. Should there be any addition of a Floor or part thereof in the Unit, consequent to the provisions of the Clause-18 of this BBA, then the Actual Area and consequently the Super Area of the said Unit shall stand increased accordingly and the Allottee hereby gives his unconditional acceptance to the same.

32. INSURANCE OF THE SAID BUILDING

- a) 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 the Allottee(s) as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Unit shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable 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.
- b) That the Developer/Maintenance agency shall not be responsible for any losses suffered by the Allottee(s) due to any incident of fire, theft or any other losses occasioned by causes attributable to natural calamities or arising out of human conduct. The Allottee(s) shall be bound to insure all goods, stocks, materials, equipments etc. placed in the Said Unit and no liability of any nature financial or otherwise shall be fastened on the Developer/Maintenance agency owing to incidents hereinbefore described.

33. USE OF TERRACES

The Developer shall have all the rights over the roof top/terrace. The Developer shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, in all buildings/blocks for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Developer and the Developer shall be the sole owner thereof, unless particularly allocated as per **SCHEDULE-B** attached herewith.

34. DEVELOPER'S CHARGE ON THE SAID UNIT

The Allottee(s) agrees that the Developer shall have the first charge/lien on the Said Unit/Parking Spaces, if any allotted 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/her failure to pay such dues as a fore-stated, the Developer will be entitled to enforce the charge/lien by selling the Said Unit to recover and receive the outstanding dues out of the sale proceeds thereof.

35. PURCHASE NOT DEPENDENT ON FINANCIAL CONTINGENCY

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to purchase the Said Unit pursuant to this Agreement is not to 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 the Allottee(s) has been able to obtain financing for the purchase of the Said Unit.

For Elan Buildcon Pvt. Ltd.

36. CAPTIONS/HEADINGS

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

37. RIGHT TO JOIN AS AFFECTED PARTY

The Developer shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) 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.

38. INDEMNIFICATION

The Allottee(s) hereby covenants with the Developer to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

39. COPIES OF THE AGREEMENT

Two copies of this Agreement shall be executed and the Developer shall retain the original copy of this Agreement and send the Second executed copy to the Allottee(s) for his/their reference and record.

40. RIGHT TO TRANSFER OWNERSHIP

- a) The Developer reserve the right to transfer ownership of the Said Building/Said Complex in whole or in parts to any other entity such as partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Developer in its sole discretion and the Allottee(s) agrees that he/she shall not raise any objection in this regard.
- b) That even after transfer/assignment of the Developer's right in favour of its nominee including Body or Association of the Allottee(s) mentioned hereinabove, the Developer will continue to have as before, the right to make additions, raise stories or put up additional structures. Such additional structures and stories shall be the sole property of the Developer which will be entitled to dispose it off in any way it chooses without any interference on the part of the Allottee(s) by himself or with one or more of the rest of the Allottee(s) and the Allottee(s) hereby consents to the same. The Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage, fittings on the additional structure/stories with the existing electric, water, sanitary and drainage sources.

41. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

42. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement. Hence this Agreement shall be deemed to have been executed at Gurugram.

43. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/Courier at their respective addresses as specifically mentioned in the beginning paras of this agreement

For Elan Buildcon Pvt. Ltd.

(Address of Developer)
M/s Elan Buildcon Pvt. Ltd.
3rd Floor, Golf View Corporate Towers, Golf Course Road, Sector-42, Gurugram-122002

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

44. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

45. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the premises/unit or building, as the case may be, prior to the execution of this Builder Buyer's Agreement for such premises/unit or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under this Builder Buyer's Agreement or under the Act or the rules or the regulations made thereunder.

46. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

47. DISPUTE RESOLUTION:

In the event of any dispute, difference or claim between the Parties hereto, arising out of this Agreement or in any way relating hereto or any term, condition or provision mentioned herein or the construction or interpretation thereof or otherwise in relation hereto,

The Allottee, in case of any dispute shall write to the Developer by Registered Post and the Developer shall try to resolve the dispute within 30 days, failing which the same shall be referred to a sole arbitrator to be appointed by the Developer. The Award passed by the Sole Arbitrator would be final and binding on both the parties.

The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The Arbitration proceedings shall be held in English and the place of Arbitration would be Gurugram.

Applicable Law and Jurisdiction

This agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of India, the parties hereby submit to the exclusive jurisdiction of Courts at Gurugram.

48. APPLICABILITY OF HARYANA APARTMENT OWNERSHIP ACT, 1983 AND HARYANA APARTMENT OWNERSHIP RULES, 1987

That the provisions of Haryana Apartment Ownership Act, 1983 and Haryana Apartment Ownership Rules, 1987 are applicable to the Said Unit. Upon compliance with terms and conditions of this Agreement including payments of amounts contemplated in the Agreement and specified in Schedule appended here to, and after execution of conveyance deed, the allottee(s) shall be entitled to ownership and possession of area purchased by him in accordance with contents of declaration to be filed in compliance with Haryana Apartment Ownership Act as amended upto-date and rules framed thereunder.

That the Allottee(s) shall be bound to execute a deed of apartment in relation to the Said Unit purchased by him as and when called upon by the Developer to do so. In case the Allottee(s) fails to do so, even in that event all decisions of the Developer/Maintenance Agency shall be binding on the Allottee(s)/occupant inducted by the Allottee(s) with full force and effect.

That the Allottee(s), tenants, employees and occupants who may use the Said Unit in any manner shall be bound by declaration and bye laws of association of apartment owners adopted pursuant to the provisions of the

For Elan Buildcon Pvt. Ltd.

Haryana Apartment Ownership Act, 1983. All agreements, decisions and determinations of association of apartment owners shall be binding on the Allottee(s) as well as any occupant using the Said Unit.

49. LEASING RIGHTS

The Allottee(s) hereby requests the Developer to Lease out the Unit to a Brand(s) for Retail/F&B/Hospitality etc. Usage/Commercial usage, as the case may be and the Developer agrees to do the same on a best efforts basis only. The Allottee/s further clearly understands and agrees that the Developer would have the exclusive rights to Lease out the said Unit till the date of Offer of Possession only.

Developer in turn would ensure on a best efforts basis, attractive Lease terms for the Allottee(s). However the Letter of Intent (LOI)/Term Sheet/MOU and subsequent Lease Deed would be directly executed by the Allottee(s) with the Tenant/Brand if the Lease terms are acceptable to the Allottee(s). It is further expressly agreed by the Allottee(s) that the Developer's right to Lease out the Unit on Allottee(s) behalf shall lapse automatically on Offer of Possession if a binding LOI/Term Sheet/MOU/Lease Deed or any such Agreement is not executed till that time.

The Allottee(s) at his/her discretion however can request the Developer post Offer of Possession also for Leasing out his/her Unit and the developer may accept/reject the same at it's sole discretion.

For Elan Buildcon Pvt. Ltd.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Builder's Buyer Agreement at Gurugram, Haryana in the presence of attesting witness, signing as such on the day, month & year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (Including joint buyers)

(1) Signature _____
Name _____
Address _____

PLEASE AFFIX
YOUR
PHOTOGRAPH
HERE AND SIGN
ACROSS IT

(2) Signature _____
Name _____
Address _____

PLEASE AFFIX
YOUR
PHOTOGRAPH
HERE AND SIGN
ACROSS IT

(3) Signature _____
Name _____
Address _____

PLEASE AFFIX
YOUR
PHOTOGRAPH
HERE AND SIGN
ACROSS IT

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
For ELAN BUILDCON PVT.LTD.**

Signature of Authorised Signatory

In the presence of: _____

WITNESSES:

1.	Signature _____	2.	Signature _____
	Name _____		Name _____
	Address _____		Address _____

For Elan Buildcon Pvt. Ltd.

SCHEDULE A
DETAILS OF THE PROJECT/COMPLEX

ELAN MIRACLE is a commercial project. It's a blend of High Street retail/ anchor/ service apartment/ office/ commercial / food shop/ kiosk/ restaurant/ multiplex/ cinema/ food court units etc., strategically located on Dwarka Expressway, Sector 84, Gurugram Haryana.

NORTH OF THE PROJECT	:	135 M Multi-Utility Corridor
SOUTH OF THE PROJECT	:	Others Land
WEST OF THE PROJECT	:	24 M Wide Sector Road
EAST OF THE PROJECT	:	150 M Dwarka Expressway

For Elan Buildcon Pvt. Ltd.

SCHEDULE-B
PAYMENT PLAN

For Elan Buildcon Pvt. Ltd.

(Authorised Signatory)

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SCHEDULE-C
TENTATIVE SPECIFICATIONS (WHICH ARE PART OF THE PREMISES/UNIT)

RETAIL / COMMERCIAL / FOOD COURT / OFFICE UNITS / CINEMAS:

- Bare shell
- Masonary wall partitions
- 1 No. Lockable Door (glazed) – except Food Court & Cinema Units

SERVICE APARTMENTS:

- 1 Double bed with 2 side units
- 1 study table with 1 chair
- 1 sofa or 1 chair
- 1 Wardrobe unit
- Laminate/stone/tileflooring in Bedroom&Living Area
- Ceramic tiles in kitchenette and bathroom
- Modern bathroom with 1 WC with jet, 1 washbasin with mixture and 1 shower with mixture
- Granite counter top in bath/kitchenette
- 1 Air conditioner (split unit)
- 1 Flat Screen TV (32 inches)
- Vitrified tiles in balcony/courtyard
- Oil bound distemper on ceiling & walls
- Fixed light fixtures with switches

Please Note: The Developer reserves the right to change the specification for design, aesthetics and other requirements.

For Elan Buildcon Pvt. Ltd.

SCHEDULE-D

AMENITIES, COMMON FACILITIES (WHICH ARE PART OF THE PROJECT)

The common facilities and services will broadly include the following:

- a) Security of common area including parking areas, main gates, boundary wall.
- b) The operation and maintenance of plant and machinery, water supply system, fire fighting system, elevators, other electrical and mechanical equipment systems, electric sub-station, standby power system and all other equipments installed for provision of common facilities and services to the Third Party and other occupants of the Commercial Complex.
- c) Open and common areas maintenance services: Maintenance services to open and common areas shall mainly cover basement, stairs, lifts, terraces/refuge areas, compound wall, landscaping, electrification of plot, water supply, sewerage, roads, footpaths, horticulture etc. in relation to the Commercial Complex.

For Elan Buildcon Pvt. Ltd.

SCHEDULE-E
DEFINITION OF COMMON AREAS & SUPER AREA
(DEFINITION OF COMMON AREAS)

Common Area shall mean and include all such parts/areas of the Complex which shall be used by sharing with other Allottee(s)/occupants of the Complex, including entrance canopies, lobby, passages, corridors, atrium, common toilets, fire control room(s)/security room(s), lift shafts, lift machine rooms, all electrical shafts, DG shafts, pressurization shafts, plumbing, electrical and fire shafts on all floors and rooms, staircases, mummies, refuge areas, lift machine rooms, water tanks (both underground and overhead), electrical sub-station and transformers. In addition to the entire services areas in the basement(s) including but not limited to DG rooms, plant rooms, underground water and other storage tanks, pump rooms, maintenance and services rooms, fan rooms and circulation areas, Drive ways, path ways etc., shall be counted towards common areas. It is specifically made clear by the Developer and agreed by the Allottee(s) that he shall have no right, no title, no interest in any other land(s), facilities and amenities within the Project as the Allottee(s) has not paid any money in respect of such land, areas, facilities and amenities, save and except the common areas and facilities as described above, the covered car parking spaces on stilt floor level/common basement area of building/Complex and/or around the building/Complex and the undivided pro-rata share in the land underneath the said building/Complex. The Allottee(s) agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Developer, its associates, its subsidiaries for which the Developer shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. in addition, for Food Court Units/Kiosks, the common area shall additionally include over and above the foregoing, proportionate share of the areas of the food court which shall be used by sharing with other Allottees/Occupants of the Food Court, including but not limited to Dining Hall, Sitting Spaces, Circulation Space incidental to it, Service Corridors, Food Court Coupon Counters, Drinking and Washing areas and any such areas exclusive to the Food Court.

(DEFINITION OF SUPER AREA)

- (i) The Allottee(s) agrees for the purpose of calculating the basic sale price the super area shall mean and include the sum of actual area of the said premises and the pro-rata share of common areas in the entire Complex. Whereas the actual area of the said Unit shall mean and denote the usable area of the said unit inclusive of the entire area enclosed by its periphery walls including areas under walls, columns, half the area of walls common with other premises/shaft within unit, cupboards, lofts, balconies, terrace(s) etc. which forms integral part of said Unit and where in the common area shall mean all such parts / areas in the said Complex which the Allottee(s) shall use by sharing with other Allottee(s) including entrance canopy and lobby, Balcony, projection for services, other projections, pillars in common area, stilt floor for machines and maintenance, atrium, corridors and passages both open and covered, pathway, roads, green area if any, landscaping, ramp, common toilets, security/fire control room(s), if provided, lift/escalator lobbies on all floors, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms if any, staircases, mummies, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the basement to housekeeping services including but not limited to, electric substation, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, Gate House, Main Gate, Guard Room, HT Meter Room, Security rooms, security check room if any, administration office, management office, fire fighting pumps and equipment, circulation area, etc., shall be counted towards common area. The decision of the Developer in this regard shall be final and binding on the Allottee(s). In addition, for Food Court Units/Kiosks, the Super area shall mean and include the sum of Actual Area of the said Unit (Food Court retail Unit/Kiosk) plus the pro-rata share of the common areas in the Food Court as enumerated in the first para in this schedule above, in the ratio of the Actual Area of the said Unit to the sum of Actual Areas of all the Units in the Food Court; plus the pro-rata share of the common areas of the entire complex in the ratio of the Actual Area of the said unit to sum of Actual Areas of all the Units in the entire complex, as enumerated above.
- (ii) Notwithstanding the fact that a proportion of the common area has been included for the purpose of calculating the super area of the said Unit, this has been done on account of the structural design of the building without which there can be no support to the said Unit. It is reiterated and specified that it is only the inside premises area in the said Unit that has been agreed to be allotted and inclusion of common areas in computation does not create any interest therein in favour of Allottee(s).
- (iii) Super area of the Units provided with exclusive open terraces shall also include 100% area of such terrace area. The Units Allottee(s) shall however not be permitted to cover such terraces and the activity to be conducted in such terrace space will need prior written approval of the Developer.

For Elan Buildcon Pvt. Ltd.

- (iv) It is further clarified that the super area mentioned in this Buyer's Agreement is tentative and for the purpose of computing the total Sale Consideration in respect of said Unit only and the inclusion of common area within the said Complex/building/tower for the purpose of calculating super area does not give any right, title or interest in common areas by sharing with other occupants/Allottee(s) in the said Complex/building. The total Sales Consideration payable shall be recalculated 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, without any interest, at the same rate per square meter as agreed between the Parties. If there shall be an increase in super area, the Allottee(s) agrees and undertakes to pay for the increased super area immediately on demand by the Developer and in the event 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 Payment Plan.
- (v) Super area and the percentage of actual area to super area may undergo changes due to any change in the license condition granted by DTCP, revision in FAR, any change in building sanction plan, BIS Codes or NBC etc. till the completion of the building/Complex and final Super Area shall be intimated upon completion of construction of the said Complex/building(s).

Notwithstanding the fact that a proportion of the common area has been included for the purpose of calculating the Super Area of the said Unit, this has been done on account of the structural design of the Building without which there can be no support to the said Unit. It is reiterated and specified that it is only the inside space in the said Unit that has been agreed to be allotted and inclusion of common areas in computation does not create any interest therein in favour of Allottee(s).

ENDORSEMENT

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

ALLOTTEE(S)

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favourby.....
.....
.....
.....

NOMINEE (S)

The above nomination is hereby confirmed.

For Elan Buildcon Private Limited

Date.....

(Authorised Signatory)

ENDORSEMENT

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

ALLOTTEE(S)

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favourby.....
.....
.....
.....

NOMINEE (S)

The above nomination is hereby confirmed.

For Elan Buildcon Private Limited

Date.....

For Elan Buildcon Pvt. Ltd.

(Authorised Signatory)

For Elan Buildcon Pvt. Ltd.

(Authorised Signatory)

ENDORSEMENT

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

ALLOTTEE(S)

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favourby.....
.....
.....
.....

NOMINEE (S)

The above nomination is hereby confirmed.

For Elan Buildcon Private Limited

Date.....

(Authorised Signatory)

ENDORSEMENT

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

ALLOTTEE(S)

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favourby.....
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NOMINEE (S)

The above nomination is hereby confirmed.

For Elan Buildcon Private Limited

Date.....

(Authorised Signatory)