



Buyer's Agreement

BUYER'S AGREEMENT

This Agreement is executed at Gurgaon on this _____ day of _____ between **M/s. SPAZE TOWERS PVT. LTD.**, a company registered under the Companies Act 1956 and having its registered office at 18, Community centre, Mayapuri, Phase-I, New Delhi (India) and Corporate Office at "Spazedge" Sector-47, Sohna Road, Gurgaon, Haryana through its duly authorized person Raj K. Kaushik or Arvinder Dhingra and Sanjeev Sharma or Vivek Jain authorised by Board resolution dated 25.11.2010 (hereinafter referred to as 'DEVELOPER' (which expression shall unless it be repugnant to the context thereof, be deemed to include its successors and assigns etc.) one Part.

AND

SOLE OR FIRST APPLICANT

Mr. / Mrs. / Ms. _____
 Son / Daughter / Wife of _____
 P.A.N. NO. _____
 Resident of _____

SECOND APPLICANT

Mr. / Mrs. / Ms. _____
 Son / Daughter / Wife of _____
 P.A.N. NO. _____
 Resident of _____

X

THIRD APPLICANT

Mr. / Mrs. / Ms. _____
 Son / Daughter / Wife of _____
 P.A.N. NO. _____
 Resident of _____

OR

M/s _____ a sole proprietorship / Partnership concern of Mr. / Ms. _____ (hereinafter referred to as the intending Allottee(s) which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal representative, administrators executors, successors and assigns)
 P.A.N. NO. _____

OR

**M/s. _____ a Company registered under the Company act, 1956, having its registered office at _____ through its duly authorized signatory Shri / Smt. _____ authorized by Board resolution dated _____ (hereinafter referred to as 'the intending Allottee (s) which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association enclosed).
 P.A.N. NO. _____
 (**Delete whichever is not applicable)

WHEREAS M/s. Automax (a unit of M/s. Omax Autos Ltd), a company registered under the Companies Act, 1956 having registered office at 69th KM Stone, Dharuhera, Haryana, had obtained Licence bearing No. 219 of 2007 for developing a Commercial Colony from the Director Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") over land bearing Rect. No. 14, Khasra no. 4/2 Min (0-12-0), 5/1/2 Min (1-12-0) 6/1/1 (1-17-3), Rect. No. 17, Kharsa no. 10/2/2/1 (0-10-2) total measuring 4 Bigha 11 Biswas 5 Biswansi Puktha situated in revenue estate of Tikri, Tehsil and District Gurgaon. M/s. Automax (a unit of Omax Auto Ltd.), sold the above land to Automax Construction Ltd. vide sale deed no.1012 dated 13.04.2010 and applied for permission to transfer the licence bearing no.219 of 2007 to DTCP, Chandigarh, in favour of M/s Automax Constructions Ltd., which permission was granted by DTCP, Chandigarh vide their memo no.JD(BF)-LC-1126/7911 dated 03.08.2009.

WHEREAS Automax Construction Ltd. and DEVELOPER have mutually entered into agreement in terms of which the DEVELOPER is proceeding to undertake development of the commercial project over the said land. The DEVELOPER is competent to sell duly constructed commercial space in the commercial project in favour of prospective allottees on the basis of aforesaid contract. Automax Construction Ltd. has also executed and registered general power of attornies bearing vasika no.40 & 41 dated 25.05.2010 in terms of which also the DEVELOPER is competent and entitled to sell portions of the commercial project referred to above and to execute contracts in favour of the prospective allottees.

WHEREAS the property subject matter of present contract belongs to and is capable of being sold by the DEVELOPER in terms of aforesaid agreements. Accordingly the DEVELOPER is competent and entitled to execute the present agreement. The CONFIRMING PARTY has also proceeded to execute this agreement as confirming party in confirmation of correctness of recitals of this Agreement through (1) Mr. Vipin Sharma and (2) Mr. Jaspal Singh Chawla, who have been authorized vide General Power of Attornies bearing vasika no.40 and 41 dated 25.05.2010. The said General Power of Attornies have further delegated their authority / power to sign and execute this agreement to the Developer.

AND WHEREAS the demarcation and zoning plans of the aforesaid commercial project were approved by Director, Town and Country Planning, Haryana, Chandigarh vide memo No.1710 dated 17.04.2008. The building plans for development of the commercial colony over the said land were sanctioned vide memo No. SC(HQ)/69 dated 25.3.2010.

AND WHEREAS the ALLOTTEE(S) having satisfied itself / himself / herself with the facts as stated aforesaid and the legal rights of the CONFIRMING PARTY / DEVELOPER, has applied / requested for allotment of a shop / office / restaurant Space in the multi storied air-conditioned commercial complex having power back up hereinafter referred as SPAZE BOULEVARD .

AND WHEREAS the DEVELOPER has accepted the request / application of the ALLOTTEE(S) and has allotted Showroom(s) / Office Space(s) / Restaurant(s) / Other Space(s) No. _____ on _____ floor having super area of approximately _____ sq. ft. on terms and conditions as stipulated hereinafter and the DEVELOPER has accepted to allot the said premises to the ALLOTTEE(S) on the terms, conditions and conveyance set forth hereinafter and as per the BYELAWS to be signed by the ALLOTTEE(S) and to form an integral part and parcel of this Agreement. The ALLOTTEE(S) shall use and occupy the said premises solely for use as represented by the ALLOTTEE(S) in the application form and for no other purpose unless DEVELOPER shall expressly approve such use in advance in writing.

The aforesaid area, number of shop / office / Restaurant and its location are tentative and subject to change upon completion of construction.

NOW THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

1. That the DEVELOPER hereby agrees to allot and the ALLOTTEE(S) hereby agrees to get allotted Unit no. _____ (hereinafter referred to as 'the said Premises') as detailed below at the rate mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between the parties hereto.

PARTICULARS				
Unit No.	Floor No.	Super Area (sq. ft.)	Rate (Rs. Per Sq. Ft.) of Super Area	Total Consideration*** (Including External Development Charges and Infrastructure Development Charges)

*** The price as mentioned above is firm.

The earmarked use of the said premises shall be Showroom(S) / Office Space(S) / Restaurant(S) / Retail Shop(s) / Other use only:

2. The provision of Basement in the said Building does not entitle the ALLOTTEE(S) to the facility of parking his / her car(s) therein unless he has acquired the right to use of car parking space in the Basement under a separate arrangement with the DEVELOPER. In terms of the said arrangement, the ALLOTTEE(S) shall be entitled to only use and utilize particular / identified car parking slot(s) exclusively in perpetuity but the same shall not confer any ownership rights in respect of the car parking slot(s). The ALLOTTEE(S) shall not be entitled to deal with / transfer / create third party rights in respect

of the parking slot independent of the unit. The right to occupy / use the unit and parking slot shall always be held by one entity. The DEVELOPER shall provide fire fighting, lighting, electronic security coverage and other facilities for the parking slots and no extra charges for this purpose shall be liable to be paid by the ALLOTTEE(S). In case the ALLOTTEE(S) does not proceed to acquire right to exclusively park vehicles in specified / identified car parking slot(s), in that event the ALLOTTEE(S) shall be liable to pay such parking fee / charges as may be determined by the DEVELOPER and / or the operation and maintenance agency authorized by the DEVELOPER. The said parking fee / charges shall be regularly paid by the ALLOTTEE(S). The ALLOTTEE(S) recognizes that the DEVELOPER shall have the absolute right to allot and / or assign the interest in the parking area along with the undivided proportionate share in SPAZE BOULEVARD to any person(s) at its sole discretion. In case the DEVELOPER wants to provide Valet Service for parking of vehicles, the ALLOTTEE(S) undertakes to pay such charges as may be fixed by the DEVELOPER MAINTENANCE AGENCY for providing this facility.

- 3.1 The ALLOTTEE(S)'s allotment and right to use and occupy the Unit shall be in accordance with and subject to and subordinate in all respects to the provisions of the Byelaws of SPAZE BOULEVARD and to such other rules and regulations as DEVELOPER may from time to time promulgate. The ALLOTTEE(S) shall execute the Byelaws cum Maintenance Agreement for SPAZE BOULEVARD before taking possession, which shall form a part and parcel of this Agreement and violation of terms and conditions of any of these agreements shall invite cancellation of both agreements notwithstanding the fact that breach has been committed by the ALLOTTEE(S) of one of these agreements only. Notwithstanding anything to the contrary contained herein, ALLOTTEE(S) shall be subject to all amendments made by the DEVELOPER to the Byelaws from time to time.
- 3.2 The ALLOTTEE(S) shall indemnify and hold harmless the DEVELOPER from and against any damages, direct or indirect, including without limitation, to reasonable Attorney's fees and court costs, incurred by DEVELOPER as a result of the noncompliance of any of the provisions of the Byelaws & Maintenance Agreement by any persons claiming under the ALLOTTEE(S).
- 3.3 That the ALLOTTEE(S) agrees that for the purpose of calculating the allotment price of the said Premises, the Super Area shall be the sum of Carpet area of the said premises and the pro-rata share of common areas in the entire said Building.

Whereas the super area of the said Premises shall mean and denote the covered 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, cupboards, lofts, balconies, etc. which forms integral part of said premises and common area shall mean all such parts / areas in the said Building which the ALLOTTEE(S) shall use by sharing with other ALLOTTEE(S) including entrance canopy and lobby, atrium, corridors & passages, (both open and covered), 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, munties, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the Basement to house services including but not limited to, electric substation, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment, circulation area, etc., shall be counted towards common area.

Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the Super Area of the said premises, this has been done on account of the structural design of the building without which there can be no support to the unit. It is reiterated and specified that it is only the inside space in the 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).

- 3.4 That the DEVELOPER shall transfer to the ALLOTTEE(S) undivided and impartible proportionate share in the land underneath the building in the same proportion which the super area of the premises bears to the total super area of all the premises.

It is further clarified that the DEVELOPER shall have the absolute right to deal with or assign its interest in the car parking area in the Basement along with undivided proportionate share in the land over which the building has been constructed to any person/persons at its sole discretion.

4. That the ALLOTTEE(S) shall pay a further sum of Rs. _____ as preferential location as per Schedule of Payments (Annexure-II) annexed hereto. However, if due to change in the lay out plan and consequent change in location of the said premises to a preferential location(s) the ALLOTTEE(S) shall pay preferential location(s) charges for such preferential location(s) as per the aforesaid Schedule of Payments (Annexure-II). If due to such change, the said premise ceases to be in a preferential location, the DEVELOPER shall only be liable to refund excess charges recovered for such preferential location without any interest. The decision of the DEVELOPER pertaining to a particular location being preferential shall be final and the same shall be binding on the ALLOTTEE(S).
- 5.1 That the said premises shall be used only as per its earmarked use as provided in Clause (1) supra and strictly in accordance with the use to be permitted in the zoning plan / building plans approved by the Director, Town and Country Planning, Govt. of Haryana. The ALLOTTEE(S) shall not alter or change the earmarked use and shall not use the said premises for any other purpose which may or is likely to cause nuisance or annoyance to occupants of other premises in the said for any illegal or immoral purpose or to do or suffer anything to be done in or around the said premises which tend to cause damage to any flooring or ceiling of any premises over, below or adjacent to the premises or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The ALLOTTEE(S) shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the building or any part thereof. The ALLOTTEE(S) hereby indemnifies the DEVELOPER against any penal action, damages or loss due to misuse for which the ALLOTTEE(S) shall be solely responsible. The ALLOTTEE(S) admits and acknowledges that the DEVELOPER shall have the unhindered right to terminate this contract, to reduce / increase the size / dimensions of the allotted area and to change the location. The ALLOTTEE(S) undertakes to accept the decision of the DEVELOPER in this regard.
- 5.2 That the space for Restaurants is separately earmarked and no ALLOTTEE(S) shall be permitted to run a Restaurant in the premises earmarked for use as Shop/ office. However, the DEVELOPER may permit at its sole discretion, the operation of a Restaurant in any Showroom(s) / Office Space(s) / Restaurant(s) / Other Space(s) after the ALLOTTEE(S) agrees to abide by the conditions imposed by the DEVELOPER at its sole discretion, for providing ventilation, electrification and other services and alterations as may be necessary to operate the Restaurant so as to maintain hygienic conditions therein and in a manner that other ALLOTTEE(S) in the building are not put to any inconvenience on this account. The DEVELOPER at its discretion may refuse permission to change use of the premises from the one indicated above and decision of the DEVELOPER in this regard shall be final.
- 5.3 That the Basements shall consist of car parking spaces and area earmarked to house services including but not limited to Electric Sub-station, Transformers, DG set rooms, Under-ground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipments, circulation areas, etc. and other permitted uses as per zoning plan / building plans. The ALLOTTEE(S) shall be permitted to use the Basements in accordance with the use permitted under the zoning plan / building plans approved by the Director, Town and Country Planning, Govt. of Haryana and subject to compliance with terms and conditions of this Agreement. The Basements shall not be allowed to be used for the purpose of Storage or any purpose other than specified above and the ALLOTTEE(S) undertakes not to erect any partition or undertake any construction in the basements. The ALLOTTEE(S) shall keep the DEVELOPER indemnified and harmless against any breach / violation of the terms hereof.
- 5.4 That the rate mentioned in **Clause (1) supra** is inclusive of the cost of providing electrical wiring in each premises and does not include the cost of electric fittings, fixtures, etc. which shall be got installed by the

ALLOTTEE(S) at his / her / its own cost. The fire fighting equipments shall be provided in accordance with the National Building Code currently in force, the cost of which is included in the rate mentioned in **Clause (1) supra**. If however, due to any subsequent legislation / Govt. order or directive or guidelines or change in the National Building Code or if deemed necessary at the sole discretion of the DEVELOPER, additional Fire safety measures are undertaken, then the ALLOTTEE(S) agrees to pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the DEVELOPER, which shall be final and binding on the ALLOTTEE(S). If due to interior planning of the unit holder condition moving additional provision for fire safety then allottee has to do the same at its cost and liability as per the stipulation and satisfaction of the DEVELOPER. The ALLOTTEE(S)'s ownership and right to use and occupy the said premises shall be in accordance with and subject and subordinate in all respects to the provisions of the Byelaws & Maintenance Agreement of SPAZE BOULEVARD and to such other rules and regulations as DEVELOPER may from time to time promulgate. Failure to comply with these provisions shall constitute a material breach of this Agreement and shall empower the DEVELOPER to terminate the contract. ALLOTTEE(S) undertakes to execute the maintenance agreement in favour of maintenance agency as and when the ALLOTTEE(S) is called upon to do so.

6. That the ALLOTTEE(S) has paid a sum of Rs. _____/- (Rupees _____ only) being approximately _____% of the allotment price of said Premises at the time of application, the receipt of which the DEVELOPER do hereby acknowledge and the ALLOTTEE(S) shall and do hereby agree to pay the remaining allotment price and all other charges as described in the Schedule of Payments (Annexure-II) attached with this Agreement and in the manner specified therein. Payment of allotment price and other charges / dues as contemplated in this agreement within the time period specified above by the ALLOTTEE(S) is the essence of this agreement. That the DEVELOPER and the ALLOTTEE(S) hereby agree that the amounts paid to the extent of 15% of the allotment price of the said premises shall be treated as the earnest money.
7. That the ALLOTTEE(S) shall make all payments through A/C Payee Cheque(s) / Demand Draft(s) in favour of M/s Spaze Towers Pvt. Ltd. A/c Boulevard payable at New Delhi.
8. That the time of payment of installments as stated in Schedule of Payment (Annexure-II) and applicable stamp duty, registration, fee, maintenance and other charges payable under this Agreement as and when demanded is the essence of this Agreement. In case ALLOTTEE(S) obtains / attempts to obtain any loan / financial assistance and the loan amount is either not disbursed or is not disbursed in time or due to any other reason the ALLOTTEE(S) is liable to make payment in time, the same shall not afford any cause to ALLOTTEE(S) to desist from making payment to the DEVELOPER on time and in event of default in doing so, shall entitle the DEVELOPER to terminate this contract.
9. That it shall be incumbent on the ALLOTTEE(S) to comply with terms of payment and / or other terms and conditions of this agreement failing which the DEVELOPER shall be at liberty to forfeit the entire amount of earnest money as well as interest over unpaid installments (calculated at the rate of 18% per annum from the date the installment became due) and whereupon this agreement shall stand cancelled and the ALLOTTEE(S) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said premises. The DEVELOPER shall thereafter be free to re-allot and / or deal with the said premises in any manner, whatsoever, at its sole discretion. The amount(s) if any, paid over and above the earnest money shall be refunded to the ALLOTTEE(S) by the DEVELOPER only after realizing the amounts on resale, without any interest or any compensation of whatsoever nature and after making deductions contemplated above. The DEVELOPER shall have first lien and charge on the said premises for all its dues and other sums payable by the ALLOTTEE(S) to the DEVELOPER under this agreement. The payments made by the ALLOTTEE(S) shall be refunded in the same manner as set out in this clause notwithstanding the fact that the ALLOTTEE(S) may himself voluntarily request for cancellation of his allotment. In such event of voluntary cancellation also the earnest money shall be liable to be forfeited and refund if any shall be made as set out in this clause.

10. That it is clearly agreed and understood by the ALLOTTEE(S) that it shall not be obligatory on the part of the DEVELOPER to send demand notices / reminders regarding the payments to be made by the ALLOTTEE(S) as per Schedule of Payments (Annexure-II) and that without prejudice to what has been stated in the preceding clause, the DEVELOPER may at its sole discretion waive the breach of Agreement committed by the ALLOTTEE(S) in not making the payments at specified time but on the condition that the ALLOTTEE(S) shall pay interest at the rate of 18% per annum for the period of delay and such other penalties the DEVELOPER may impose. The Discretion for termination of agreement or acceptance of delayed payment along with interest shall exclusively vest with the DEVELOPER. Any indulgence shown by the DEVELOPER shall not prejudice the rights of the DEVELOPER for subsequent defaults.
11. That the External Development Charges and Infrastructure Development Charges levied by Director, Town and Country Planning, Haryana, as on date are Rs. _____ lacs per gross acre and Rs. _____ lacs per gross acre approximately and pro-rata share of the ALLOTTEE(S) in respect of the same have been taken into account in the rate as shown in Clause (1) supra. Therefore, the same shall be paid by the intending ALLOTTEE(S) at the rate of Rs.305.31 per sq. ft. and Rs.51.28 per sq. ft. for External Development Charges and Infrastructure Development Charges respectively. The said assessment has been made on the basis of quantum of aforesaid charges payable as on date. However, any increase / decrease in this levy or any other levy / fee / tax by Govt. / Semi Govt. Body after the date of this Agreement shall be to the account of the ALLOTTEE(S) who shall pay the same on demand to the DEVELOPER in proportion to the area being allocated to the ALLOTTEE(S). A provision to this effect shall be incorporated in the conveyance deed to be executed in favour of the ALLOTTEE(S). The above agreed pro-rata share, would be in addition to infrastructure Development charges / expenses which may have to be incurred by the State Govt. or on account of enhancement in compensation for acquisition of land or incurred in providing external services, expenses for arranging electric connection from DHBVN / State Electricity Boards (SEBs) for electrification which includes the said Plot. These charges as and when determined by the Govt. of Haryana may be payable as part of the External Development Charges, Infrastructure Development Charges or by any other name and the same shall be payable by the ALLOTTEE(S) on the same pro-rata basis as stated hereinabove. Service tax shall be paid by the ALLOTTEE(S).
12. That the ALLOTTEE(S) shall only be entitled to nominate, assign or lease or part with possession of the premises with the prior consent of the developer, which consent will not be unreasonably withheld as long as assignment etc. is in consonance with terms of agreement and willingness of proposed assignee to execute documents of nomination, maintenance agreement, indemnity bond, affidavit etc. as prescribed by the DEVELOPER. The ALLOTTEE(S) shall be entitled to get the name (s) of his / her nominee substituted in his / her / their place only with the prior written consent and approval of the DEVELOPER. The DEVELOPER may, without prejudice to its rights under any Act, Rules or Regulations permit such nomination on such terms and conditions which it shall impose including payment of such nomination charges as may be determined by the DEVELOPER from time to time. Further, in case any charges, levies, duties, taxes, stamp duty or increased stamp duty become payable on this account due to any legislation, Rules and Regulations, such charges, levies, taxes, duties, stamp duty or increased stamp duty shall be borne jointly and severally by the ALLOTTEE(S) / or his / her Nominee(s) as the case may be. The nominee(s) shall be bound by the terms and conditions of this Agreement. The ALLOTTEE(S) assures the DEVELOPER that he shall solely be responsible for any violation under any law committed by him in respect of such nomination and that the DEVELOPER shall not be liable on any account whatsoever in respect of any transaction between the ALLOTTEE(S) and his / her Nominee(s). It is distinctly understood by the ALLOTTEE(S) that upon such nomination, the ALLOTTEE(S) shall no more be entitled to any privileges and facilities if any available in the said Building arising from the allotment of the said premises. The terms and conditions of this agreement shall be binding upon the nominee with full force and effect and he shall be liable to make all payments contemplated in the aforesaid agreement.
13. The specifications and information as to material to be used in construction of the premises as conveyed by developer and agreed to by the ALLOTTEE(S) are tentative and that the DEVELOPER shall be at

liberty to make such variations and modifications therein as it may deem fit and proper or as may be done by any Competent Authority and that the ALLOTTEE(S) agrees not to object to such variations and modifications.

14. That the DEVELOPER shall, under normal conditions, complete the said Building as per the plans designs and specifications seen and accepted by the ALLOTTEE(S) with such additions, alterations, deletions and modifications in the layout and building plans including the number of floors as the DEVELOPER may consider necessary or may be required by any Competent Authority to be made in them or any of them while sanctioning the building plans or at any time thereafter. The ALLOTTEE(S) agrees that no future consent of the ALLOTTEE(S) shall be required for these purposes. Alterations may interalia involve all or any of the changes in the said premises such as change in position of the said premises, change in its dimensions, change in its area or change in its number or change in the height of the building. In order to implement all or any of the above changes, supplementary sale deed or deeds, if necessary will be got executed and registered by the DEVELOPER in case a sale deed has already been executed and registered in favour of the ALLOTTEE(S). If, as a result of the above mentioned alterations, there is either a reduction or increase in the super area of the said premises or its location, no claim monetary or otherwise will be raised or accepted except that the agreed rate per sq. meter and other charges will be applicable for the changed area i.e., at the same rate at which the said premises was allotted and accordingly, as a consequence of such reduction or increase in super area, the DEVELOPER shall be liable to refund without interest only the extra price and other pro-rata charges recovered or shall be entitled to recover from the ALLOTTEE(S) additional price and other proportionate charges without interest as the case may be. However, the ALLOTTEE(S) shall be liable to pay interest over the additional price once the period for payment of the same as communicated by the DEVELOPER has expired.

That the possession of the said premises is proposed to be delivered by the DEVELOPER to the ALLOTTEE(S) within three years from the date of this Agreement. If the completion of the said Building is delayed by reason of non-availability of steel and / or cement or other building materials, or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the DEVELOPER, lock out or departmental delay or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or any other reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for delivery of possession of the said premises. The DEVELOPER as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the DEVELOPER so warrant, the DEVELOPER may suspend the Scheme for such period as it might consider expedient. In case the DEVELOPER is unable to complete the project on account of any law passed by the legislature or any other government agency, in that event the DEVELOPER if so advised, shall be entitled to challenge the validity, applicability and / or efficacy of such legislation, rule, order and / or bye law by instituting appropriate proceedings before court(s), tribunal(s) or authorities. In such situation, the amounts paid by the ALLOTTEES(S) shall continue to remain with the DEVELOPER and the ALLOTTEE(S) shall not be entitled to initiate any proceedings against the DEVELOPER for delay in execution of the project. It is specifically agreed that this agreement shall remain in abeyance till final determination of such matters / cases by appropriate court(s) / tribunal(s) / authorities. In case, the DEVELOPER succeeds in its challenge to the impugned legislation / rule / order and / or bye – law, in that event, this agreement shall be revived. In case, the DEVELOPER is unsuccessful in its challenge to the impugned legislation / rule / bye law, in that event the DEVELOPER shall refund without any interest or compensation and in such reasonable manner as may be decided by the DEVELOPER the amounts paid by the ALLOTTEE(S). The decision of the DEVELOPER in this regard shall be final and binding on the ALLOTTEE(S).

15. That the ALLOTTEE(S) upon taking possession of the said Premises, shall have no claim against the DEVELOPER in respect of any item of the work in the said Premises which may be alleged not to have been carried out or completed or for any design, specifications, building material used or for any other

reason whatsoever and he shall be entitled to occupy the said Premises without any interference but subject to the terms and conditions, stipulations and restrictions contained in this Agreement.

16. That the ALLOTTEE(S) covenants with the DEVELOPER that he / she / they shall raise no objection to the DEVELOPER raising finance / loan by creating charge / mortgage on the said premises. However, no liability shall be fastened on the ALLOTTEE(S) on this account whatsoever and the DEVELOPER shall ensure that at the time of execution of the Conveyance Deed the said premises shall be free and clear of all encumbrances, liens and charges whatsoever.
17. That the ALLOTTEE(S) undertakes not to sub-divide the area / premises agreed to be allotted to it. The ALLOTTEE(S) further undertakes that in case it transfers its right and interests in the premises agreed to be allotted to it in favour of any person / company by way of mortgage, tenancy, license, gift or in any other manner, such person / company so inducted 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 / company / entity who has been inducted in the unit originally agreed to be allotted to the ALLOTTEE(S) irrespective of the fact whether such entry in the premises of the ALLOTTEE(S) is permissive or hostile.
18. That the ALLOTTEE(S) shall not be entitled to install its personal / individual generators for providing power back up to the unit agreed to be allotted to the ALLOTTEE(S).
19. That even after completion of the building the ALLOTTEE(S) shall not be entitled to demand possession of the unit agreed to be allotted to it unless and until the entire sale consideration amount, maintenance charges and all other payments payable by virtue of this agreement have been fully paid by the ALLOTTEE(S). The ALLOTTEE(S) shall be liable to take possession of the said unit within 30 days of dispatch of written notice by the DEVELOPER to the ALLOTTEE(S) intimating that the premises is ready for delivery of possession. If the ALLOTTEE(S) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the said premises shall be at the risk and costs of the ALLOTTEE(S). The ALLOTTEE(S) shall also be liable to pay holding charges @ Rs.10 per Sq. feet per month to the DEVELOPER for the period it delays take over of possession. The failure to take possession shall not absolve the ALLOTTEE(S) of its liability to pay maintenance charges etc. to the DEVELOPER. The ALLOTTEE(S) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such premises.
20. That if the ALLOTTEE(S) intends to carry out the Interior adaptations and interior works in the premises and seeks permission thereof, the Developer may permit the same subject to the following conditions: -
 - a) 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 transfer / lease / license / gift of the premises as mentioned hereinabove.
 - b) Further payments due under the Agreement towards security deposit, maintenance charges etc. are regularly and punctually paid and if any amount payable shall be in arrears and is unpaid for a period of 30 days after the same has been due or if the Intending ALLOTTEE(S) shall omit to perform, observe any covenant or condition to be observed and performed on the part of the ALLOTTEE(S) and shall continue to do so for a period of 30 days, the Developer may forthwith re-enter upon the Premises or any part thereof and this Agreement shall stand determined but without prejudice to any claim which the Developer may have against the Intending ALLOTTEE(S).
 - c) 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 nuisance of any kind, which may be objectionable to the Developer, or any

other ALLOTTEE(S) of the Complex. In case, the Intending 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 to Sell shall also be determined.

- d) Intending ALLOTTEE(S) shall ensure complete safety of material and the equipment kept in the premises, to be used or useable in the interior works undertaken by the Intending 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 Premises or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the ALLOTTEE(S) itself / himself / themselves. The Intending ALLOTTEE(S) shall indemnify and keep the Developer harmless against all such claims or liabilities.
 - e) The Intending ALLOTTEE(S) shall comply with all directions / requirements as stipulated by the Developer or its authorized staff while carrying out the interiors in the Premises.
 - f) The Intending ALLOTTEE(S) shall not damage or cause any harm to the structures in the Premises or any part of the Complex in the process of doing the interiors and in case of any such damage the Intending ALLOTTEE(S) would be liable to compensate the Developer(s) or the Maintenance Agency.
 - g) The Intending ALLOTTEE(S) shall pay to the Developer or to the Maintenance Agency as appointed or nominated by the Developer(s), a Security Deposit as mentioned in **clause 35(d)** above, simultaneously with the temporary occupation for purpose of doing the interiors of the Premises.
21. That in case the ALLOTTEE(S) proceeds to sub-divide the unit agreed to be allotted to it or in case the ALLOTTEE(S) proceeds to use the 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 unit in contravention of the terms contained in the preceding paragraph of this agreement, or commits any other 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 unit / premises 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 possession entire costs and expenses incurred would be borne by the ALLOTTEE(S).
22. That in case the DEVELOPER is constrained to cancel the allotment made in favour of the ALLOTTEE(S) and to resume the unit / premises subject matter of this agreement, in that event the ALLOTTEE(S) shall only be entitled to refund in accordance with **Clause 9 & 10** of this agreement. In case ALLOTTEE(S) intends to use the Unit / premises for purpose other than the one indicated in this agreement, it shall not be entitled to do so unless it seeks prior approval / consent of the DEVELOPER in writing.
23. That the SPAZE BOULEVARD project being a planned one it is essential that the ALLOTTEE(S) use the sites only for the purpose for which the sites have been allotted. The unauthorized change of use would not only ruin the image of the project but would also adversely prejudice the rights and interests of other ALLOTTEE(S) of the building. The same would also seriously impair the cleanliness of the project and would create hurdles in its maintenance. On this account constraints have been incorporated in this agreement pertaining to use of site by various ALLOTTEE(S).
24. That the ALLOTTEE(S) agrees and undertakes that the ALLOTTEE(S) shall, after taking possession or deemed possession of the said premises or at any time thereafter, not object to the DEVELOPER

constructing or continuing with the construction of the other building(s) / block inside and / or outside the said plot.

25. That the ALLOTTEE(S) shall, from the date of receiving possession / deemed possession maintain the said premises at his / her cost, in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Premises, or the staircases, lifts common passage, corridors, calculation areas, atrium or the compound which maybe in violation of any Laws or Rules of Any Authority or change or alter or make additions to the said Premises and keep the said Premises, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Premises is located, is not in any way damaged or jeopardized. The ALLOTTEE(S) further undertakes, assures and guarantees that he will not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Building or common areas but only at the places (if any) provided by the DEVELOPER for the same. Further, the ALLOTTEE(S) agrees to get prior approval of the DEVELOPER in writing in respect of format, type, design, size and lettering of the aforesaid sign-board / name-plate, neon-light, publicity material or advertisement material etc. intended to be displayed on the entrance of the premises inside the building or when permitted by the DEVELOPER outside the building. The ALLOTTEE(S) shall also not change the colour scheme of outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The provisions of this clause are equally applicable to and enforceable against any all occupiers and / or subsequent ALLOTTEE(S) of the said premises. The Non-observance of the provisions of this clause shall entitle the DEVELOPER to enter the Premises, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the ALLOTTEE(S). The ALLOTTEE(S) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The ALLOTTEE shall carry out day-to-day maintenance of the premises and fixtures and fittings installed therein including painting, polishing of interiors of the premises at its own cost.
26. That the ALLOTTEE(S) hereby undertakes that he shall comply with and carryout, from time to time, after he has been put in possession of the said premises all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including maintenance agency in respect of the said Premises / Building and / or the said Plot on which the said Building is situated at his / her own cost and keep the DEVELOPER indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
27. That it is mutually agreed that the possession of the common area in the said building as well as the said plot shall remain with the DEVELOPER, whose responsibility will be to maintain and upkeep the same during the construction stage and till such time they are handed over to association of apartment owners in terms of Haryana Apartment Ownership Act and Haryana Apartment Ownership Rules.
28. That the provisions of Haryana Apartment Ownership Act and Haryana Apartment Ownership Rules are applicable to the building. Upon compliance with terms and conditions of this agreement including payments of amounts contemplated in the agreement and specified in Schedule appended hereto, and after execution of sale 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 there under.
29. That the ALLOTTEE(S) shall be bound to execute a deed of apartment in relation to the area 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 / Association of the apartment owners or maintenance

agency nominated by it shall be binding on the ALLOTTEE(S)/occupant inducted by the ALLOTTEE(S) with full force and effect.

30. That the ALLOTTEE(S), tenants, employees and occupants who may use the property in any manner shall be bound by declaration and bye-laws of association of apartment owners adopted pursuant to the provisions of the Act. All agreements, decisions and determinations of association of apartment owners shall be binding on the ALLOTTEE(S) as well as any occupant using the property.
31. That the ALLOTTEE(S) undertakes to become member of association of apartment owners as and when formed. The ALLOTTEE(S) undertakes to pay all sums assessed by the association or maintenance agency nominated by it within such time period as may be prescribed. The ALLOTTEE(S) shall not be entitled to claim exemption from payment of any such amount by waiver of use or enjoyment of any of the general and / or restricted common areas and facilities.
32. That all sums assessed by the association of apartment owners / maintenance agency and remaining unpaid by the ALLOTTEE(S) or occupant inducted by him shall constitute a charge on the unit subject matter of this agreement. The ALLOTTEE(S) shall comply with provisions of deed of declaration, bye-laws, decisions and resolutions of the association of apartment owners or its representatives and failure to comply with the same shall empower the association of apartment owners / maintenance agency nominated by it to not only recover the outstanding amounts by way of damages but also to prevent the ALLOTTEE(S) / occupant from using and utilizing common areas and facilities and simultaneously obtain if so required injunctive relief against such ALLOTTEE(S) / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air-conditioning etc. shall not absolve the ALLOTTEE(S) / occupant inducted by him of his / her liability to pay maintenance charges to the association of apartment owners or maintenance agency nominated by it. This shall also be without prejudice to the other penalties liable to be imposed on the ALLOTTEE(S) / occupant in terms of Haryana Apartment Ownership Act and Rules framed there under.
33. That even after nomination / 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, as may be permitted by the competent authorities and such additional structures and stories shall be the sole property of the DEVELOPER who 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. Further, all the terraces of the Building including the parapet walls of the terraces and parking areas in the basement which have not been included in the super area allotted to the ALLOTTEE(S) shall always be the property of the DEVELOPER and agreement with the ALLOTTEE(S) and all other ALLOTTEE(S) in the said Building shall be subject to the aforesaid rights of the DEVELOPER. The DEVELOPER shall be entitled to use the said terraces including the parapet walls for all purposes including the display advertisements and sign-boards or Open Air Restaurants or any other use and the DEVELOPER will always have right of easement to roof, parapet walls, etc. The DEVELOPER shall be entitled to display signboards, advertisements on the exterior of the building including common areas and to generate revenue there from and the same shall belong exclusively to the DEVELOPER.
The ALLOTTEE(S) hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the said Premises agreed to be acquired by him /or to any compensation or damages on the ground of inconvenience or any other ground.
34. (a) That it is clearly understood and agreed by and between the parties hereto that the DEVELOPER shall have unqualified and unfettered right to allot to anyone of their choice, the terrace above the top floor of the said Building subject to necessary means of access to be permitted for such purposes so as to reach the

water tank and lift room of the said Building. The ALLOTTEE(S) of such terrace shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the DEVELOPER

- (b) The DEVELOPER will maintain 'SPACE BOULEVARD', retaining ownership over the common areas and amenities and will make available the same for the usage to the ALLOTTEE(S) at a reasonable cost and equitable manner. All the equipment and common utilities installed or placed in common areas of SPACE BOULEVARD shall be the exclusive property of the DEVELOPER. It is clearly understood by the ALLOTTEE(S) that the equipment and common utilities installed or placed in common area does not envisage any sale or ownership of the equipment / utilities to the ALLOTTEE(S). The rights to use the common area, common amenities, facilities and services of SPACE BOULEVARD is conditional provided the ALLOTTEE(S), their occupants including contractors, invitees, licensees, employees and agents exercise such right in accordance with the provisions of the Byelaws provided.
 - (c) That it is clearly understood and agreed by and between the parties hereto that the DEVELOPER 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 DEVELOPER.
35. (a) That the Maintenance Charges (hereinafter referred to as Total Maintenance Charges) shall inter-alia include the following: -
- a. **Exterior Maintenance Charges:** These charges relate to maintenance of various services and facilities outside the boundary wall till the maintenance thereof is handed over to a local body or Civil Authority for maintenance.
 - b. **Open area Maintenance Charges:** The charges relate to maintenance of open space within the boundary wall of Building such as maintenance of compound wall, landscaping, electrification, ramps, boundary wall of building such as maintenance of compound wall, landscaping, water supply, tube well, sewerage, roads & paths & other services, etc. within the boundary wall but outside the Building.
 - c. **Common areas Maintenance Charges:** These charges relate to maintenance of common areas, lifts, air-conditioning equipment, escalators, fire fighting equipment and other services etc. inside the said Building.
 - d. **Maintenance charges of Basement and Services in the Basement:** These charges shall inter-alia relate to maintenance of Basement and services such as electric sub-station, pumps, fire fighting rooms, transformer, DG set, water tanks and other services in the Basement.
 - e. Cost of the security services for the said Building if provided there for
 - f. Cost of insuring the Building structure.
35. (b) That the total Maintenance Charges will be fixed by the DEVELOPER or its Nominees including any other Body or Association of the ALLOTTEE(S) constituted in terms of Haryana Apartment Ownership Act on the basis of the maintenance costs, provided however, that the liability of the ALLOTTEE(S) for payment of such charges shall be at 1.15 times of the actual costs. The decision of the DEVELOPER or its Nominees including any other Body or Association of the ALLOTTEE(S) in respect of the cost of maintenance will be final and binding on all the ALLOTTEE(S). These charges will be paid at monthly / quarterly / half yearly intervals as decided by the DEVELOPER.

35. (c) That the ALLOTTEE(S) shall be liable to pay charges pro-rata as may be determined by DEVELOPER or its nominee for maintaining various services and facilities in the exterior of the boundary wall where the said Building is situated until the maintenance thereof is handed over to a Local Body or Civil Authority which shall thereafter maintain the same.
35. (d) That the DEVELOPER shall look after the maintenance and upkeep of the common areas and facilities of the Building and basement until these are handed over by the DEVELOPER at its sole discretion to its Nominee including any other Body or Association of the ALLOTTEE(S) constituted in terms of Haryana Apartment Ownership Act for preservation and maintenance of the same. The maintenance and common service charges and also any other Govt. taxes or levies / charges as determined by the DEVELOPER or its nominee including any other Body or Association of the ALLOTTEE(S) as the case may be, shall be borne and be payable by the ALLOTTEE(S) on a pro-rata basis. The total maintenance charges shall inter-alia include maintenance charges of the exterior as mentioned in **Clause 35 (a), (b) & (c)** above and shall also include electricity charges pertaining to the common areas and DG set, insurance premium of Building, salaries of the persons appointed by the DEVELOPER or its Nominee including any other body or Association of the ALLOTTEE(S) like Managers, Accountants and other Staffs, Electricians, Plumbers, Security Guards, Sweepers, Gardeners and other necessary expenses of and incidental to the preservation and maintenance of the Building and for provision of common services as may become due and payable from time to time. The ALLOTTEE(S) shall deposit amount calculated at the rate of Rs.100/- per sq. ft. of the super area purchased by him with the DEVELOPER by way of (IFMS) Interest Free Maintenance Security as per schedule of payments (Annexure-II) to ensure timely payment of Total Maintenance Charges. The DEVELOPER reserves the right to increase the said deposit at its sole discretion and the ALLOTTEE(S) undertakes to pay the same on demand by the DEVELOPER. The DEVELOPER shall be entitled to use the maintenance security deposit for replacing / purchasing essential capital assets as it may deem prudent. In case DEVELOPER exercises its discretion to utilize the maintenance security deposit, in that event it shall proportionately raise demand from the allot tee to pay its share of amount adjusted from total corpus of maintenance security deposit. The allottee shall be liable to pay this amount within a period of 15 days from the date of receipt of demand from the DEVELOPER.
35. e) The maintenance charges shall become payable by the ALLOTTEE(S) in advance every month within 5 days of the demand by the DEVELOPER or the maintenance agency permitted by the DEVELOPER. In case the ALLOTTEE(S) fails to pay the Total Maintenance Charges by due date or within the period mentioned in the notice, the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) constituted in terms of Haryana Apartment Ownership Act shall be entitle to levy interest at the rate of 18% per annum over the outstanding amount till demand for the next month is raised. In case default in payment is committed by the ALLOTTEE(S) in timely payment for the second month along with interest and arrears of previous month, in that event the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) constituted in terms of Haryana Apartment Ownership Act shall be entitled to appropriate these charges from the said Security Deposit. The amount if appropriated out of Security Deposit shall be reimbursed by the ALLOTTEE(S) within 15 days of intimation sent to ALLOTTEE(S) communicating such appropriation. This shall be without prejudice to the rights reserved by the DEVELOPER in clause 21(b) of the agreement.
35. (f) The ALLOTTEE(S) also undertakes to deposit with the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) constituted in terms of Haryana Apartment Ownership Act as and when required further and / or additional Security Deposit in respect of electric / water meters. As far as charges and dues contemplated by this agreement are concerned the ALLOTTEE(S), in case the said premises is under his / her self occupation, hereby creates a floating charge on all his / her goods and chattels in the aforesaid premises and in case the said premises have been let out, hereby creates a charge on the rent receivable by him in favour of the DEVELOPER or its Nominee including the any other Body or Association of the ALLOTTEE(S) shall have the first lien on the goods and chattels or the rent as the case may be for the said charges. In case the maintenance and upkeep of common areas is transferred by the DEVELOPER to its nominee including any other Body or Association of the ALLOTTEE(S)

constituted in terms of Haryana Apartment Ownership Act the amount of aforesaid Interest Free Maintenance Security shall be transferred to such Nominee including any other Body or Association of the ALLOTTEE(S) referred to above.

35. (g) That as and when any Plant & Machinery including but not limited to lifts, DG Sets, electric sub-stations, pumps, fire fighting equipment etc. require replacement and / or up gradation the cost thereof shall be contributed by all the ALLOTTEE(S) in the said Building on pro-rata basis. The DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) shall have the sole discretion to decide the necessity of such replacement and / or up gradation including its timings or cost thereof and the ALLOTTEE(S) agree to abide by the same. The DEVELOPER / Conforming Party further declares and covenants that it will set up and administer a sinking fund to be utilized for all kinds of heavy and structural repairs, replacement of mechanical and electrical equipment, installations for similar and necessary expenditure incurred in respect of SPAZE BOULEVARD. The ALLOTTEE(S) shall pay a non-refundable sum towards contribution to Sinking Fund established by the DEVELOPER for the betterment and maintenance of SPAZE BOULEVARD. The ALLOTTEE(S) shall pay such additional amounts as may be decided by the DEVELOPER from time to time for the said purpose.
35. (h) In the event of the ALLOTTEE(S) failing to make any of the payment payable and due, after notice as set forth, DEVELOPER shall not be liable to provide any / all the services set out for in the Byelaws to the ALLOTTEE(S) and shall be entitled to disconnect any / all such services as it feels prudent. DEVELOPER shall also be entitled to disconnect all the amenities, facilities and services, which will include without limitation electricity and water supply to the ALLOTTEE(S).
36. (a) That the ALLOTTEE(S) has agreed to purchase the said Premises on the specific understanding that the right to the use of common facilities shall be subject to the payment of Total Maintenance Charges as decided by the DEVELOPER or its nominee including any other Body or Association of the ALLOTTEE(S) constituted in accordance with provisions of Haryana Apartment Ownership Act and performance of all the covenants of these presents and if not paid regularly ALLOTTEE(S) shall have no right to use the common facilities. So long as the charges (all payments envisaged under these presents) are regularly paid, and covenants herein observed, that right shall subsist.
36. (b) Since the said premises hereby agreed to be allotted is a part of Building and it is in the interest of all the ALLOTTEE(S) / Occupiers that some safeguards be provided to prevent of unauthorized persons into the premises / building, including the common areas and to give an effective hand to the DEVELOPER or its Nominee including any Body or Association of the ALLOTTEE(S) constituted in accordance with provisions of Haryana Apartment Ownership Act to deal with such unlawful entrants / peddlers etc. and also to enable the DEVELOPER or its nominee including any other Body or Association of ALLOTTEE(S) in particular and Owners / lawful occupants of the various premises in general, to deal more effectively with the security of the Premises / Building and maintenance of order therein, the entry be regulated. For this purpose, the ALLOTTEE(S) agrees that the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) constituted in accordance with provisions of Haryana Apartment Ownership Act shall be free to restrict the entry of anyone into the building whom it considers undesirable. In case of insistence, the security staff of Building will be at liberty to call upon the ALLOTTEE(S) / lawful tenant / occupant of the said premises to come to the gate to personally escort the persons from the gate to his / her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercise only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the DEVELOPER or its Nominee including any other body or Association of the ALLOTTEE(S).
36. (c) That the ALLOTTEE(S) agrees to pay on demand, additional fee, charges, Govt. rates, taxes, or cesses of all / any kind whatsoever including Wealth Tax if applicable, whether levied or leviable now or in future on the land and the Building as the case may be from the date of booking of the said premises and the same shall be paid by the ALLOTTEE(S) in proportion to the Super Area of its premises. Such an

apportionment shall be made by the DEVELOPER or its Nominee including the Association of the ALLOTTEE(S) constituted in accordance with provisions of Haryana Apartment Ownership Act or any other Body as the case may be, and the same shall be conclusive, final and binding upon the ALLOTTEE(S). Further the ALLOTTEE(S) shall be liable to pay House Tax / Property Tax, Fire fighting Tax or any other Fee or Cess as and when levied by a local Body or Authority and so long as the premises under the occupation of the ALLOTTEE(S) is not separately assessed to such taxes. The aforesaid fee, taxes or cess, shall be paid by the ALLOTTEE(S) on pro-rata basis as determined by the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) constituted in accordance with provisions of Haryana Apartment Ownership Act and determination referred to above shall be final and binding upon the ALLOTTEE(S). These taxes shall be paid by the ALLOTTEE(S) irrespective of the fact whether the maintenance is carried out by the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) constituted in accordance with provisions of Haryana Apartment Ownership Act.

36. (d) That the structure of the Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) referred to above on behalf of the ALLOTTEE(S) but contents of each Premises shall be got insured by the ALLOTTEE(S) at his / her own cost. The cost of insuring the Building structure shall be recovered from the ALLOTTEE(S) as a part of total maintenance charges. The ALLOTTEE(S) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Premises or any part of the said Building or cause increase in premium payable in respect thereof.
37. That the ALLOTTEE(S) shall permit the DEVELOPER or its Nominee including any other Body or Association of the ALLOTTEE(S) and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and the ALLOTTEE(S) agrees to make good within one month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the DEVELOPER to the ALLOTTEE(S), and also for repairing of any part of the Building and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition of all service drains pipes, cables, water course, gutters, wires, part structures or to their convenience belonging to or serving or used for the said Building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipe, electric wires, cables and for similar purpose.
38. That the ALLOTTEE(S) shall pay, as and when demanded by the DEVELOPER, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of conveyance deed in favour of the ALLOTTEE(S). Conveyance deed shall be executed and registered after obtaining occupation certificate by DEVELOPER from concerned agency i.e. when building has been put to use permitted by Director, Town And Country Planning, Department in terms of license. Conveyance deed shall be executed and got registered after receipt of full price, other dues and said charges and expenses (including interest) from the ALLOTTEE(S) in respect of the said Premises.
39. That 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 as agreed 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 the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the DEVELOPER may suffer as result of non-payment, non-observance or non-performance of the said covenants and conditions.
40. That the ALLOTTEE(S) and the persons to whom the said Premises or part thereof is let, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the DEVELOPER and/or the ALLOTTEE(S) in the said Building.

41. That all notices to be served and the DEVELOPER as contemplated in this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE(S) or the DEVELOPER by-paid Registered Acknowledgement Due Post at their respective addresses specified below:

Developer: M/s Spaze Towers Pvt. Ltd (formerly known as K.S. Estate Developers & Promoters Pvt. Ltd.) a company incorporated under the Companies Act, 1956 having its Corporate office at "Spazedge" Sector-47, Sohna Road, Gurgaon, Haryana-122002.

ALLOTTEE(S):

Mr. / Mrs. / Ms. _____

E-mail ID _____

It shall be the duty of the ALLOTTEE(S) to inform the DEVELOPER of any subsequent change in the above address by Registered AD Post failing which all communications and letters posted at the above address shall be deemed to have been received by the ALLOTTEE(S).

42. That in case there are Joint ALLOTTEE(S), all communications shall be sent by the DEVELOPER to the ALLOTTEE(S) whose name appears first and at the address given by him. Such dispatch of correspondence shall be valid and for all purposes be considered to be addressed / served on all the ALLOTTEE(S).
43. That the ALLOTTEE(S), if resident outside India shall solely be responsible for complying with the necessary formalities as laid down in FEMA and other applicable laws including that of remittance of payment and for acquisition of the immovable property in India. The ALLOTTEE(S) shall furnish the declaration as required under law. In case there is any change in the residential status of the ALLOTTEE(S), subsequent to the signing of this Agreement, the same shall be intimated to the DEVELOPER immediately.
44. That if the ALLOTTEE(S) has to pay any commission or brokerage to any person for service rendered by such person to the ALLOTTEE(S) whether in or outside India for acquiring the said premises for the ALLOTTEE(S), the DEVELOPER shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the DEVELOPER for the said Premises. That failure of the DEVELOPER to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision strictly.
45. That the Developer confirms that the SPAZE BOULEVARD shall be a centrally air-conditioned building.
46. That the ALLOTTEE(S) shall also pay before the due date, the meter hire charges and bills of consumption of electricity as recorded in the meters provided separately for recording the consumption of power and electricity in the premises. In the event, there is a common meter(s) for common services and the consumption of electricity by the ALLOTTEE(S), then it shall be payable within 7 days from the date of bill to the Developer, the proportionate power and electricity charges calculated on the basis of super built up area of the said Premises. The rates of electricity would not be more than the then rates applicable

in Gurgaon to HT Consumers by the DHBVNL or any other Authority responsible for electricity at that time.

47. That it is expressly understood that the internal security of the said premises and the men / materials kept therein and their safety are the sole responsibility of the ALLOTTEE(S).
48. 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 premises. The ALLOTTEE(S) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment / service of the Complex.
49. That 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 premises, 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 Intending ALLOTTEE(S) shall not carry out such additions or alterations or erections except 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 allotted responsibility of the ALLOTTEE(S).
50. Except in the event of a mechanical defect and / or electrical failure and / or for any reason beyond its control, the Developer(s) / nominated Maintenance Agency shall provide air-conditioning facilities and the lift facilities to the premises during the normal office hours, i.e. between 10.00 A.M. to 8.00 P.M. on all weekdays except Sundays and National holidays. Provided however that by giving 24 hours notice, in writing, should the Intending ALLOTTEE(S) so require, the Developer(s) / nominated Maintenance Agency, if possible and permissible may at the exclusive cost of the Intending ALLOTTEE(S), provide air-conditioning / life facilities on Sundays and / or other National holidays or beyond the normal office hours.
51. The ALLOTTEE(S) shall plan and distribute its electrical load in conformity with the electrical system installed by the Developer(s).
52. That if any, provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.
53. That the ALLOTTEE(S) confirms that he has entered into this transaction with full knowledge and understanding of the agreements and arrangements entered into by the DEVELOPER and the Companies as stated earlier and subject to all Laws, Notifications and Rules applicable to this area including terms and conditions of the undertaking given by the said DEVELOPER and / or the Companies to the Govt. of Haryana in this regard and the ALLOTTEE(S) has familiarized himself with all the aforesaid agreements, undertakings, etc. The ALLOTTEE(S) hereby undertakes to abide by all Laws, Rules and Regulations as may be made applicable to the said Premises and / or the said building.
54. That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising there under in respect of the said premises shall equally be applicable to and enforceable against any and all occupiers and / or subsequent ALLOTTEE(S) of the said premises, as the said obligations go along with the said premises for all intents and purposes.

55. That this Agreement is the only Agreement touching upon the purchase of the said Premises by the ALLOTTEE(S) and supersedes any other agreement or arrangement whether written or oral, if any, between the parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the DEVELOPER, shall not be binding on the DEVELOPER.
56. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
57. That all intents and purposes, singular includes plural and masculine includes the feminine gender and any other legal entity.
58. That the courts at Gurgaon alone shall have jurisdiction in all matters arising out of, touching and / or concerning this agreement / transaction both directly as well as impliedly.

IN WITNESS WHEREOF the parties have hereunto and to a duplicate copy hereof set and subscribed their respective hands at places and on the day, month and year mentioned under their respective signatures.

Signed and Delivered by within named Company, M/s Spaze Towers Pvt. Ltd. through its Authorised Signatory _____ at Gurgaon on _____.

FOR SPAZE TOWERS PRIVATE LIMITED

Authorised Signatory

Signed and Delivered by the within named Allottee(s) at Gurgaon on _____.

ALLOTTEE(S)

WITNESS:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

ENDORSEMENT-I

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 favour by

NOMINEE(S)

The above nomination is hereby confirmed.

M/s Spaze Towers Pvt. Ltd.

(Authorised Signatory)

ENDORSEMENT-II

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 favour by

NOMINEE(S)

The above nomination is hereby confirmed.

M/s Spaze Towers Pvt. Ltd.

(Authorised Signatory)

ENDORSEMENT-III

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 favour by

NOMINEE(S)

The above nomination is hereby confirmed.

M/s Spaze Towers Pvt. Ltd.

(Authorised Signatory)

ENDORSEMENT-IV

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 favour by

NOMINEE(S)

The above nomination is hereby confirmed.

M/s Spaze Towers Pvt. Ltd.

(Authorised Signatory)

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PAYMENT PLAN

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- Location C13
Maintenance
*EDC:

DESCRIPTION OF THE PLOT OF LAND

All that piece and parcel of land measuring 2.851 acres situated at Rect. No. 14, Khasra no. 4/2 Min (0-12-0), 5/1/2 Min (1-12-0) 6/1/1 (1-17-3), Rect. No. 17, Kharsa no. 10/2/2/1 (0-10-2) total measuring 4 Bighas 11 Biswas 5 Biswansi Puktha situated n revenue estate of Tikri, Tehsil and District Gurgaon, (Haryana)

PAYMENT PLAN

1. All payments to be made by account payee Cheque / Demand draft / Pay order only in favour of "Spaze Towers Pvt. Limited A/c Boulevard" payable at New Delhi.
2. Stamp duty, Registration Fee, Legal and Documentation Charges etc. are to be borne by the intending Allottee(s).

NOTE- It will be the sole discretion of the company to decide whether Shop(s) / Commercial Space(s) is in the preferential location. The company will determine this after taking into consideration factors like BUSINESS viability, feasibility, practicality etc.

*BSP: Basic Sale Price *PLC: Preferential Location Charge *EEC: Electrification Charge
*FFC: Fire Fighting Charges *IFMS: Interest Free Maintenance Security Deposit
*IDC: Infrastructure Development Charge *EDC: External Development Charges
*Car Park: Right to use purpose only

SCHEDULE OF MAINTENANCE

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

- (i) The cost of maintenance and repairs of the main structure and common passages, corridors, compound wall, terraces etc. of the Building and all such spaces used and enjoyed by the Showroom(s) / Office Space(s) / Restaurant(s) / Other Space(s) Allottee(s) in common with other Showroom(s) / Office Space(s) / Restaurant(s) / Other Space(s) Owners in the Building.
- (ii) Cost of maintenance and repairs of lifts including replacement of parts and labour etc.
- (iii) Cost of lighting passages, corridors, basement and other common spaces in the Building.
- (iv) Cost of water used for gardens, common toilets and for other common services.
- (v) Painting and polishing of the exterior of the Building and all common passages and corridors etc.
- (vi) Insurance of the Building against earthquake, fire and civil commotion.
- (vii) Repair and maintenance of underground water reservoir, overhead tanks, water lines etc., and to ensure continuous supply of clean water.
- (viii) Maintenance and repair of all common soil, water pipes, sewer lines, holes etc.
- (ix) Insurance of passengers traveling in lift against all type of accidents.
- (x) Watch and ward staff of the Building.
- (xi) Maintenance of regular staff like Manager, Accountant, Lift Operators, Chowkidars, Housekeepers etc. to render the aforesaid services.
- (xii) Replacement of capital goods / fixed assets like lifts, pumps, electric cables, generators etc.
- (xiii) Maintenance and repair of the fire fighting equipment as also providing any other equipment and maintenance thereof as may be required and to be provided by any statutory authority at any time hereafter.
- (xiv) Maintenance and repairs of electric substation, meter box, electric standby generator.
- (xv) Such other expenses as deemed by the Company or Service Agents as necessary or incidental for the maintenance and upkeep of the Building.