

BUYER'S AGREEMENT

'TRISTAAR'

Unit No: _____

THIS BUYER'S AGREEMENT ("**Agreement**") is made and executed at Gurugram, Haryana on this the _____ day of _____ 20____,

BETWEEN

M/s. SPAZE TOWERS PRIVATE LIMITED (CIN No. –U45201DL2006PTC145529), a company registered under the Companies Act, 1956, and having its registered office at A-307, Ansal Chambers-I, 3, Bikaji Cama Place, New Delhi-110066 and its corporate office at Spazedge, Sector-47, Gurugram, Haryana, represented by its authorized signatory _____, duly authorized vide board resolution dated _____, (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns etc.) of the **First Part;**

AND

1. [If the Allottee is a company]

_____, (CIN no. _____), a company registered under the Companies Act, 1956/2013, and having its registered office at _____ (PAN No. _____), represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as “Allottee 1”);

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized *vide* _____, (hereinafter referred to as “Allottee 1”),

[OR]

[If the Allottee is an Individual]

Mr./ Mrs./Ms. _____ (Aadhar no. _____), son/ daughter/Wife of _____ aged about _____ Yrs, R/o. _____, (hereinafter referred to as “Allottee 1”);

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____), son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as “Allottee 1”);

2. [If the Allottee is a company]

_____, (CIN no. _____), a company registered under the Companies Act, 1956/2013, and having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as “Allottee 2”);

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner,

_____, (Aadhar no. _____), authorized vide _____, (hereinafter referred to as “Allottee 2”),

[OR]

[If the Allottee is an Individual]

Mr./Mrs./Ms. (Aadhar no.), son/ Wife/daughter of aged about Yrs., , (hereinafter referred to as “Allottee 2”);

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____), son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as “Allottee 2”);

3. [If the Allottee is a company]

_____, (CIN no. _____), a company registered under the Companies Act, 1956/2013, and having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized vide board resolution dated _____, (hereinafter referred to as “Allottee 3”);

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized vide _____, (hereinafter referred to as “Allottee 3”),

[OR]

[If the Allottee is an Individual]

Mr./Mrs./Ms. (Aadhar no.), son/ Wife/daughter of aged about Yrs., , (hereinafter referred to as “Allottee 3”);

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____), son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as “Allottee 3”);

4. [If the Allottee is a company]

_____, (CIN no. _____), a company registered under the Companies Act, 1956/2013, and having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized vide board resolution dated _____, (hereinafter referred to as “Allottee 4”);

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized vide _____, (hereinafter referred to as “Allottee 4”),

[OR]

[If the Allottee is an Individual]

Mr./ Ms. _____ (Aadhar no. _____), son/ daughter of _____, aged about _____, residing at _____, (hereinafter referred to as “Allottee 4”);

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____), son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as “Allottee 4”);

Allottee 1, Allottee 2, Allottee 3 and Allottee 4 are hereinafter, jointly or individually as the case may be, referred to as the “Allottee”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/ their (applicable to the allottee/s which is/ are company/ies) successors-in-interest, permitted assigns, (applicable to the allottee/s which is/ are partnership/ s) the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her/ their assigns, (applicable to the allottee/s which is/ are individual/s) heirs, executors, administrators, successors-in-interest and permitted assigns (applicable to the allottee/s which is/ are HUF/s) the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **Second Part**.

The ‘Company’ and the ‘Allottee’ shall hereinafter jointly be referred to as “Parties” and individually as “Party”.

DEFINITIONS AND INTERPRETATION:

Definitions:

In this Agreement, unless repugnant to or contrary to the subject, context or meaning thereof, the following terms as used in this Agreement, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provision wherever used in this Agreement:-

- (i) **"Act"** shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (ii) **"Agreement"** shall mean this Buyer's Agreement executed between the Company and the Allottee with its recitals, annexures, schedules and terms and conditions for the allotment of the Unit in the Project.
- (iii) **"Apartment Act"** shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactment or modifications thereof.
- (iv) **"Authority"** shall mean the Real Estate Regulatory Authority for the State of Haryana, established under sub-section (1) of Section 20 of the Act.
- (v) **"Bare Shell Condition"** of a Unit shall mean a Unit with all such facilities, amenities, fixtures and fittings which are specifically agreed to be provided by the Company in terms of this Agreement.
- (vi) **"BSP"** shall mean the Basic Sale Price for the Unit and shall have the same meaning as ascribed to it in Clause 2.1 of this Agreement.
- (vii) **"Building"** shall have the same meaning as ascribed to it in **Recital C** of this Agreement.
- (viii) **"Building Plans"** shall mean the building plans of the Project as approved under applicable statutory provisions and includes all subsequent revisions thereof.
- (ix) **"Channel Partner"** shall mean any entity duly authorized by the Company to promote for sale of units in the Project against payment of commission/ brokerage/ margin/ incentives by the Company for each unit booked through the Channel Partner. However, the Channel Partner is not and shall not be deemed to be an agent or partner of the Company.
- (x) **"Commitment Period"** shall have the same meaning as ascribed to it in Clause 16.1 of this Agreement.
- (xi) **"Common Areas and Facilities"** shall mean such common areas and facilities within the said Building/ Project earmarked for common use of all the allottee(s), earmarked by the Company.
- (xii) **"Completion Certificate"** shall mean the Completion Certificate for the Project as may be issued by DTCP under the Haryana Rules (as defined herein), and shall include any "Partial Completion Certificate".
- (xiii) **"Conveyance Deed"** shall mean the Deed of Conveyance which shall convey title of the said Unit in favour of the Allottee in accordance with this Agreement and applicable Laws.
- (xiv) **"Conveyance Expenses"** shall have the same meaning as ascribed to it in Clause 17.3 of this Agreement.

- (xv) **“Declaration”** shall mean the Declaration (including any amendment thereto), whether interim or final, filed or to be filed by the Company under the Apartment Act, with the competent authority with regard to the Unit/ Building/ Project.
- (xvi) **“Delay Compensation”** shall have the same meaning as ascribed to it in Clause 16.11 of this Agreement.
- (xvii) **“DTCP”** shall mean the Director, Town and Country Planning, Haryana or Directorate of Country & Town Planning or Director General, Town and Country Planning, Haryana or any other name of such statutory authority in Haryana who has issued License to develop commercial colony on the Project Land to the Company.
- (xviii) **“Earnest Money”** shall have the same meaning as ascribed to it in Clause 6 of this Agreement.
- (xix) **“EDC”** or **“External Development Charges”** shall mean amounts and/or any enhanced amount as paid or payable by the Company to the Government of Haryana or any other Governmental Authority, whether in lump sum or installments (as per policy), including any revision thereof even if retrospective in effect; and all costs and interest on such amounts till the date of demand to the Allottee at the rate mentioned in the LOI issued by DTCP for the Project Land.
- (xx) **“FAR”** shall mean Floor Area Ratio and shall have the same meaning as ascribed to it in Clause 13 of this Agreement.
- (xxi) **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of the Company 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 Company’s ability to perform obligations under this Agreement, which shall include but not be limited to:
 1. acts of God, such as fire (including fire resulting from explosion), lightning, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake (including earthquake shock and fire), epidemics and other natural disasters, etc.;
 2. mischief, explosions (including fire resulting from explosion), aircraft impact damage, terrorist activities, etc.;
 3. strikes, lock outs or industrial disputes;
 4. non-availability of cement, steel or other construction material due to strikes, lock outs or industrial disputes at manufacturers, suppliers, transporters or other intermediaries or otherwise;
 5. war and hostilities of war (whether war be declared or not), riots or civil commotion;
 6. delay or imposition of any adverse condition or obligation in any approval, NOC etc. from any Government Authority, Committee, Commission, Court/Tribunal etc. including but not limited to delay in issuance of Occupation Certificate or part Occupation Certificate and/or Completion Certificate or part Completion Certificate and/or any other permission/sanction;

7. promulgation or amendment of any law, rule or regulation or the issue of any injunction, order or direction from any Government Authority, Court/Tribunal, Commission etc. that prevents or restricts the Company from complying with the terms and conditions as contained in this Agreement;
 8. 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 Project 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;
 9. political unrest;
 10. economic recession; and
 11. any event or circumstance similar or analogous to the foregoing or beyond the control of the Company.
- (xxii) **“Government Authority”** shall mean and refer to any government authority, statutory 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 subdivision thereof or any municipality, district or other subdivision thereof, as may be applicable and the expression “Government Authorities” shall be construed accordingly.
- (xxiii) **“Holding Charges”** shall have the same meaning as ascribed to it in Clause 17.4 of this Agreement.
- (xxiv) **“Haryana Rules”** shall mean and include The Haryana Development and Regulation of Urban Areas Rules, 1976 and The Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965.
- (xxv) **“IAC” or “Infrastructure Augmentation Charge”** shall mean such charges levied/leviable (by whatever name called, now or in 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.
- (xxvi) **“IDC” or “Infrastructure Development Charges”** shall mean amounts and/or any enhanced amounts paid or payable by the Company to DTCP whether in lump sum or installments (as per policy), including any revision thereof even if retrospective in effect; and all costs and interest on such amounts till the date of demand to the Allottee at the rate mentioned in the LOI issued by DTCP for the Project Land.
- (xxvii) **“IFMS”** shall mean Interest Free Maintenance Security Deposit and shall have the same meaning as ascribed to it in Clause 18.2 of this Agreement.
- (xxviii) **“Law”** shall mean and include all statutes, enactments, acts of legislature or parliament, state legislature, local laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, Statutory Authority, Tribunal, Board, Court,

Commission, Forum or Recognized Stock Exchange and, if applicable, international treaties and regulations;

- (xxix) **"Layout Plan"** shall mean the layout plan of the Project within its peripheral boundaries.
- (xxx) **"License"** shall have the same meaning as ascribed to it in **Recital B.** of this Agreement.
- (xxxi) **"Maintenance Agency"** shall mean the Company, its nominee(s) or association of allottee(s) or such other agency/ body/ company/ entity to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the said Building/ Project.
- (xxxii) **"Maintenance Agreement"** shall mean the maintenance agreement executed between the Allottee and the Company/ Maintenance Agency on or before assuming possession of the Unit.
- (xxxiii) **"Maintenance Charges"** shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the said Building/ Project, 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, etc. which shall be charged based on actual consumption on monthly basis, and (b) any statutory payments, taxes, with regard to the said Unit/ Building/ Project. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.
- (xxxiv) **"Non Refundable Amounts"** shall mean the interest paid or payable on delayed payments, brokerage/ discounts paid/ payable by the Company to the Channel Partner or to any other party for the booking, if any, etc.
- (xxxv) **"Occupation Certificate"** shall mean the Occupation Certificate issued by DTCP under the Haryana Rules and shall include any "Partial Occupation Certificate".
- (xxxvi) **"Offer of Possession"** shall have the same meaning as ascribed to it in Clause 16.2 of this Agreement.
- (xxxvii) **"Other Charges"** shall mean to include various charges not specifically mentioned, charged or quantified in this Agreement/ Maintenance Agreement but as may be applicable to the Unit/ Project.
- (xxxviii) **"Payment Plan"** shall mean the Payment Plan attached to this Agreement in **Annexure – II.**
- (xxxix) **"Preferential Location Charges" or "PLC"** shall mean charges for the preferential location attribute(s) of the said Unit payable/ as applicable to be calculated on the per sq. ft. based on Super Area of the said Unit, as mentioned in this Agreement.
- (xl) **"Project"** shall have the same meaning as ascribed to it in **Recital C.** of this Agreement.
- (xli) **"Project Land"** shall have the same meaning as ascribed to it in **Recital A.** of this Agreement.
- (xlii) **"RERA"** shall mean Real Estate (Regulation and Development) Act, 2016.
- (xliii) **"Right to use Car Parking"** shall have the same meaning as ascribed to it in Clause 5 of this Agreement.
- (xliv) **"Rules"** shall mean the Real Estate (Regulation and Development) Rules, 2017, for the State of Haryana.

- (xiv) **“SC” or “Statutory Charges”** shall mean the amount payable by the Allottee to the Company towards statutory dues/ carrying out the development works inside or around the Project, including but not limited to:
1. External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”) at present/ enhanced rates with respect to the Project and any interest paid and/or payable thereon to the concerned authorities;
 2. Infrastructure Augmentation Charge (“IAC”) as presently conveyed/ enhanced rates as demanded by the HUDA, DTCP or the Government of Haryana with respect to the Project and any interest paid and/or payable thereon to the concerned authorities;
 3. The cost of such other development/ construction works as may be undertaken by the Company within or around the Project that are not charged specifically elsewhere;
 4. Any imposition/ revision in any of above even if retrospective in effect; and all costs and interest on such amounts till the date of demand to the Allottee at the rates specified by the concerned statutory authority for the Project; and
 5. Cost incurred by the Company on the capital invested in making the payment of any of the Statutory Charges. Such cost shall be determined at the rate of 15% p.a.
 6. Cost incurred by Company in availing electricity supply for project including but not confined to laying of transmission lines, providing sub-station etc..
- (xlv) **“Sinking Fund”** shall have the same meaning as ascribed to it in Clause 18.2 of this Agreement.
- (xlvii) **“Super Area”** shall have the same meaning as ascribed to it in **Annexure – I** of this Agreement.
- (xlviii) **“Taxes and Cesses”** shall mean any and all taxes payable by the Company 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 & Service Tax (GST), cess, educational cess, worker’s welfare cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the said Unit/ Project, now or in future (including with retrospective effect).
- (xlix) **“Total Sale Consideration”** shall have the same meaning as ascribed to it in Clause 2.1 of this Agreement.
- (l) **“TP Act”** shall mean the Transfer of Property Act, 1882.
- (li) **“Unit”** shall have the same meaning as ascribed to it in **Recital G.** of this Agreement.
- (lii) **“Zoning Plan”** shall have the same meaning as ascribed to it under the Haryana Rules.

Interpretation:

Unless the context otherwise requires in this Agreement:

- a. The use of words in the singular shall include the plural, and use of words in the masculine, feminine or neuter gender shall include the other two.

- b. Reference to any law shall include such law as from time to time enacted, amended, modified, supplemented or re-enacted and shall also include any rules, bye-laws, regulations, notifications, orders etc. made/ passed/ notified in pursuance to such law.
- c. Reference to terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".
- d. The word "person" shall include any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, government authority or any other entity or organization or any other juristic person.
- e. Any reference in this Agreement to the terms "herein", "hereto", "hereunder", "hereof", or "thereof" or similar terms, refer to this entire Agreement and not to any particular provision in which the term is used, except where the context otherwise requires. Unless otherwise stated, all references herein to paras, clauses, sections or other provisions are references to paras, clauses, sections or other provisions of this Agreement.
- f. 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 other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated;
- g. The headings/ captions in this Agreement are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/ para/ clause in this Agreement shall be derived by reading the various paras and clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
- h. In accordance with internationally accepted conversion rates, the measure of 1 (one) square feet (sq. ft.) wherever used shall be equal to 0.09290304 square meters (sq. mtrs.), and the measure of 1 (one) acre shall be equal to 4046.8564224 square meters (sq. mtrs.).

RECITALS:

WHEREAS:

- A. The Company purchased a piece of land admeasuring 2.71875 acres (i.e. 21 Kanal 15 Marlas) comprised in Rect. 13 killa nos. 20/1 (4-13), 21 (3-10), Rect. No. 14 Killa nos.16/2 (2-9), 17/1/2 (0-2), 24/1/2/1 (3-1), 25 (8-0) situated in the revenue estate of Dhorka, Sector 92, Gurugram, Haryana vide sale deed dated 27.02.2012 registered as document no. 32252 in the office of Sub-Registrar, Gurugram, Haryana (the "**Project Land**").
- B. The Director, Town and Country Planning, Haryana (the "**DTCP**") issued Licence bearing No. 72 of 2013 dated 27.07.2013 (the "**License**") in respect to the Project Land under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules made thereunder for using the Project Land for the construction and development of the commercial colony thereon. The Company has obtained necessary NOCs, sanctions, permissions, permits and approvals from the concerned

authorities and is proceeding to implement the Project in accordance with law and applicable statutory provisions after obtaining the remaining sanctions, if any.

- C. Pursuant thereto the Company is in the process of constructing and developing on the Project Land, a multistoried building in the name and style of **'TRISTAAR'** (the **"Project"**), which shall, inter alia comprise of units/spaces for Retail/Commercial and Multiplex with suitable infrastructural facilities including Office Space and Multi-level Basement Parking (hereinafter collectively referred to as the **"Building"**) in accordance with the Building Plans as approved by DTCP vide Memo no. ZP-925/AD(RA)/2014/4633 dated 05.03.2014 and other sanctions granted. Such plans are subject to change, as may be deemed necessary or required, in the interest of the development of the Project and as may be approved by DTCP or any other Government Authority.
- D. The Company also applied for the registration of the Project under the provisions of Haryana Real Estate (Regulation and Development) Rules 2017 vide its application dated 28.07.2017 and the concerned authority has successfully registered the Project vide Registration no. 247 of 2017 dated 26.09.2017.
- E. The Company is competent to enter into this Agreement.
- F. The Allottee for commercial gain, relying solely on its/ their own judgment, foresight and investigation and with full knowledge of the laws, notifications and rules applicable to the Project Land and the Project and thereby confirming and certifying their eligibility to acquire a unit, thus had applied to the Company for allotment of a unit for such use as permitted under law in the Project.
- G. Pursuant to the acceptance of terms and conditions of allotment by the Allottee, the Company has provisionally allotted unit no. _____ having carpet area measuring _____ sq. ft. (_____ sq. mtrs.) which is equal to the super area admeasuring approximately _____ sq. ft. (_____ sq. mtrs.) (the **"Super Area"**) located on _____ in the commercial colony namely **'Tristaar'** situated at Sector-92, Gurugram (the said **"Unit"**) as specified in the plans for such Total Sale Consideration payable by the Allottee to the Company in accordance with the Payment Plan attached herewith this Agreement and marked as **Annexure – II**. The Allottee agrees that it shall use and occupy the said Unit solely for such use as represented by the Allottee and further as has been agreed in this Agreement and for no other purpose unless the Company shall expressly approve such use in advance in writing. The Allottee acknowledges that the aforesaid area, number of shop/ office/ Restaurant/ other space/ Unit and its location are tentative and is subject to change during or upon completion of construction of the Project.
- H. The Allottee has required and the Company has fully supported the Allottee and has made available for inspection the ownership records pertaining to the Project Land, approvals obtained by the Company including the License and all other documents relating to the title, competence and the rights of the Company to construct, market and sell the Unit in the Project and all the limitations and obligations of the Company in respect thereof. The Allottee has thus carried out complete due diligence of the records/documents pertaining to the Project Land, title as well as of the approvals and sanctions accorded by statutory authorities for development and construction of the Project and

is fully and completely satisfied with the same. The Allottee is also aware of mode of computation of super area for the Project. The Allottee is also aware that upon registration of Conveyance Deed he/she/it shall only acquire undivided and impartible pro-rata share in the entire land underneath the commercial project which shall be directly proportional to the ratio which the super area sought to be acquired by the Allottee has with the entire area of the Project.

- I. The Allottee undertakes and agrees to abide by all the express and implied terms and conditions of this Agreement and also those conditions, restrictions and other obligations or imposed by the competent authority under the License or as may be imposed by any Government Authority as applicable to the Project. The Allottee further agrees and undertakes to abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, orders, regulations and policies as are applicable to the Unit and/or the Project on the date of this Agreement or as may be notified at any time in the future under any applicable Law by any competent authority.
- J. The Allottee acknowledges and agrees that the Company has readily provided all information and clarifications as have been required by the Allottee and that no reliance has been placed upon any architect's plans, sales brochures, advertisements, representations, warranties or other statements or estimates of any nature whatsoever, whether written or oral, made or purported to have been made by the Company, its agents, or its Channel Partners and the Allottee has, without any promise or assurance otherwise than as contained in this Agreement, relied upon personal discretion and independent judgment and investigation in deciding to apply for allotment and enter into this Agreement to purchase the Unit in the Project after having conducted all due diligence in this regard.
- K. The Allottee also acknowledges and understands that since the Agreement is fundamentally contingent in nature (i.e. the successful consummation thereof resulting in conveyance of the space is not automatic and guaranteed result of entering into this Agreement or payment of the Total Sale Consideration), therefore the Allottee shall not derive any right, title or interest whatsoever in any immovable property or in the said Unit until payment of Total Sale Consideration including Other Charges, etc. and completion of transaction by execution and registration of Conveyance Deed and successful conveyance thereof. Subject to compliance with the financial and other obligations undertaken by the Allottee hereunder, the Company has promised to transfer the ownership of the said Unit. In the event that this Agreement does not successfully culminate in the transfer of the said Unit to the Allottee for any reason or on any ground available to the Parties hereunder despite compliance with terms and conditions of the same by the Allottee, the Allottee shall only be entitled to refund (if any) in the manner and to the extent agreed herein.
- L. It has been explained and the Allottee acknowledges that the process of development of Project from its launch till handover, is subject to various internal projections, government directions, compliances, clearances and restrictions under multiple statutes as well as uncertainties, continuous cascading dependencies upon diverse contractors, vendors, consultants and as such the Company does not have any absolute control or ironclad guarantees for the timelines committed herein except the obligations

and exit options contained hereunder, in the event of delay. Furthermore, the Company has already invested large sums of capital even prior to start of excavation and the Allottee understands that delays in completion of the Project shall adversely impact the Company's profitability in any case and therefore the Company does not derive any advantage whatsoever from delay in handing over of possession since it has no other recourse to recover its investment save by completion and handover of the Project. However, notwithstanding its sincere commitment to deliver according to the committed timelines, in case of any delay in completion of the Project due to reasons attributable to the Company, the Company has provided for the Delay Compensation. Except as provided in this Agreement no other claim whatsoever, monetary or otherwise shall lie against the Company nor be raised otherwise or in any other manner by the Allottee. The Allottee also understands and acknowledges that delay in arriving at any stage on the respective construction timeline under the construction linked Payment Plan, if opted, will not constitute a valid reason to deny payment(s) of the due installment(s).

- M. The Allottee declares and confirms that it is entering into this Agreement at this stage to take the benefit of having the allotment at the current pricing keeping in view the extended period for proposed completion and delivery time for the said Unit. The Allottee also understands and acknowledges that such an act shall not constitute or deemed to imply that the Project or the Unit has been commissioned by the Allottee individually or collectively with other allottees or the Allottee has in some manner become a shareholder in the Project or the said Unit. Further, the Company has not approached the Allottee to invest in the Project nor has waited for the Allottee for initiating the development and marketing of the Project. In fact, the Allottee has itself chosen to apply for purchase of the Unit in the Project after fully understanding the terms and conditions in respect thereof.
- N. The Allottee confirms executing this Agreement with full knowledge and understanding of its terms, conditions and implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement.
- O. The Allottee has read and understood all the terms and conditions set out in this Agreement. The Allottee has understood the mutual rights and obligations and agrees that the conditions set out in this Agreement are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project. The Allottee also confirms that the Allottee has chosen to acquire the Unit in the Project after exploring all other options of similar properties available with other real estate companies/ developers and properties available in fresh and/or re-sale in National Capital Region. Consequently, the Allottee has voluntarily approached the Company for the provisional allotment of the Unit in the Project.
- P. The Allottee hereby also assures, represents and warrants to the Company that it shall made timely payments as provided in this Agreement and shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Unit, the Project Land and to the said License including any proposed construction to be raised thereon and only after relying upon the

confirmations, representations and assurances of the Allottee and the unqualified undertaking of the Allottee to make timely payments of the Total Sale Consideration including Other Charges, etc. and to faithfully abide by all the terms, conditions and stipulations as are contained in this Agreement, has accepted the request for the allotment of the Unit on the terms and conditions as are contained herein.

- Q. The Allottee is competent to enter into this Agreement.
- R. The Company relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith the application to allot the said Unit and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. PURPOSE AND SCOPE OF THIS AGREEMENT:

- 1.1. This Agreement is concerned solely with the conditions to transfer of the Unit (after obtaining the Occupation Certificate thereof) in consideration for the Total Sale Consideration and Other Charges, etc. herein agreed. All the amounts as set out hereinafter and payable by the Allottee to the Company in accordance with the Payment Plan are solely in lieu of the Total Sale Consideration for the transfer of an immovable property i.e. the said Unit and besides this no part of it is being charged as a fee for any kind of service whatsoever or such as may be implied or agreed or due hereunder or may be deemed to be rendered by the Company to the Allottee hereunder. The Company have not agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement.
- 1.2. Since this Agreement is fundamentally contingent in nature therefore the Allottee shall not derive any right, title or interest whatsoever in any immovable property or in the said Unit until payment of Total Sale Consideration including Other Charges, etc. and execution of Conveyance Deed pertaining to the same is made/ done. In the event this Agreement does not successfully consummate in the transfer of the said Unit to the Allottee for the reasons or on the grounds available to the Parties hereunder, the Allottee shall only be entitled to refund (if any) in the manner and to the extent agreed herein. The primary reason for the Allottee to enter into this Agreement at this stage is to take the benefit of having the allotment at the current pricing by payment of the Total Sale Consideration including Other Charges, etc. as per the Payment Plan, keeping in view the extended period for proposed completion and delivery time for the said Unit. The Company has not given any projection or has directly or impliedly made any representation that there shall occur any appreciation in future at any point of time.

2. CONSIDERATION:

- 2.1. In accordance with the terms and conditions of this Agreement as agreed between the Parties, the Company hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase in a Bare Shell Condition a Unit bearing no. _____ of carpet area measuring _____ sq. ft. (_____ sq. mtrs.) which is equal to the Super Area admeasuring approximately _____ sq. ft. (_____ sq. mtrs.) on _____ along with _____ number of Right to use Car Parking space(s), if any, in the commercial project namely 'Tristaar' located at Sector-92, Gurugram, Haryana for retail/ commercial/ office use for a sale consideration of Rs. _____/- (**Rupees _____ only**) (the "**Total Sale Consideration**") payable to the Company strictly as per the Payment Plan annexed hereto as **Annexure – II**.

The Total Sale Consideration includes:

<u>Particular</u>	<u>Rate</u>	<u>Amount</u>
Basic Sale Price (" BSP ")	_____-/-	_____-/-
Preferential Location Charges (" PLC ")	_____-/-	_____-/-
External Development Charges (" EDC ")	_____-/-	_____-/-
Infrastructure Development Charges (" IDC ")	_____-/-	_____-/-
Right to use Car Parking space Charges, if any.	_____-/-	_____-/-
Total		_____-/-

Applicable Taxes and Cesses and/or Other Charges, etc. shall be additionally payable by the Allottee.

- 2.2. That besides above, the Allottee shall also be required to pay all, regardless of their nomenclature, costs and/or charges that may be incurred by or on behalf of the Company as required or levied by any Government Authority, including any revisions of applicable ones and imposition of fresh ones (with prospective/ retrospective effect) in connection with the development of the Project, including any development work to be undertaken by the Company as may be required by any Government Authority. Such charges/revisions/costs, if any, shall be payable by the Allottee upon intimation by the Company.
- 2.3. The Allottee also understands and confirms that there shall be no exclusively identifiable title of ownership over any of common space/car parking spaces. The provision of basement in the building does not entitle the Allottee to the facility of parking his/her/their cars etc. therein unless the right to use has/have been acquired specifically.
- 2.4. The Allottee also agrees to pay on or before the due date, the Total Sale Consideration along with IFMS, Sinking Fund and all Other Charges, etc. and applicable costs, taxes, duty and dues as per the Payment Plan and as may otherwise be applicable to the Unit. The Allottee understands that the Total Sale Consideration does not include Other Charges and/or Taxes and Cesses etc., which shall be

communicated by the Company on or before Offer of Possession. The Allottee agrees to pay all such charges & Taxes and Cesses within thirty (30) days from the date of letter of Offer of Possession or any period which may be communicated and demanded by the Company.

2.5. The Allottee hereby confirms and agrees to remain bound to and be liable for payment of the following:-

- i. All applicable rates, taxes, duty(s), charges, and all other dues or cess of any kind/amount whatsoever, whether levied or leviable in future, on the Project, or in relation to the Unit and payable to concerned authorities and the same shall be paid by the Allottee on pro-rata basis as may be apportioned by the Company and/or the Maintenance Agency, as the case maybe.
- ii. If any charges/taxes/duty/levies are increased (including with retrospective effect, if any) regardless of the same whether such increase occurs before or after the execution and registration of Conveyance Deed, all such increased charges/taxes/levies shall be treated as unpaid portion of the Total Sale Consideration. The Company shall have a first charge/ lien on the Unit for recovery of such dues and the Allottee agrees and undertakes to keep the Company fully harmless and indemnified in respect of any such liability at all times.
- iii. Property tax or any other applicable fee or cess, as and when levied, by any local body/statutory authority. Until such time that the Unit is not separately assessed for such tax, fee or cess, the same shall be payable by the Allottee on pro-rata basis as may be determined by the Company and/or the Maintenance Agency. Such tax shall be payable from date of execution of this agreement.
- iv. Without prejudice to the generality of the foregoing, in case any tax or levy, including without limitation any GST, Value Added Tax (VAT) or Service Tax or any fresh incidents of tax, is payable or is imposed by a Government Authority or any local authority in relation to the Project or the Unit including any vendor/supplier of utilities and maintenance services in terms of this Agreement, the same shall also be payable in full by the Allottee from the date of its applicability and the Allottee hereby agrees and undertakes to keep the Company fully harmless and indemnified in respect of any such liability at all times.

2.6. That if there is any increase in the taxes 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 not be charged from the Allottee.

2.7. The Company shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 2.8. The Allottee agrees and undertakes to pay all Statutory Charges and any enhancement thereof (in any of the components forming part of Statutory Charges more particularly the EDC and/or IDC) as well as interest thereon that may be notified by a Government Authority in such ratio and proportion that Super Area bears to the total super area of all the units in the Project and if such charges are increased (including with retrospective effect, if any) after the Conveyance Deed has been executed, then such increased charges shall also be payable by the Allottee and the Company shall have first charge/lien on the Unit for recovery of all such charges. The Allottee also agrees that in case of any decrease (including with retrospective effect, if any) in any of the components forming part of Statutory Charges more particularly the rate of EDC and/or IDC that may be notified by a Government Authority, the same shall be adjusted in such proportion that Super Area bears to the total super area of all the units in the Project and shall be adjusted from the next installment due from the Allottee following intimation of such decrease by the Company. The Total Sale Consideration may vary due to any change in the Super Area of the Unit as per the terms of this Agreement, change in the rate of any of the components forming part of Statutory Charges, increase on account of any additional fire safety measures undertaken or as may be further required for the Tower/Building/Project and other increases in cost/charges provided for in this Agreement or as may otherwise at any time become necessary, which shall be intimated to the Allottee by the Company/ Maintenance Agency and which the Allottee hereby undertakes to pay upon such intimation or demand by the Company/ Maintenance Agency without protest or demur.
- 2.9. The Total Sale Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of Statutory Charges/ 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 Company undertakes and agrees that while raising a demand on the Allottee for increase in Statutory Charges/ development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any Statutory Charges/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 not be charged from the Allottee.
- 2.10. The Allottee understands & agrees that the Total Sale Consideration is for the Unit in a Bare Shell Condition as specified in **Annexure – III** which is inclusive of cost of providing electric cable up to the distribution board in each unit but does not include the cost of electric wiring, internal conducting, raceways, DB, MCB, socket, lights, switches, fittings, fixtures, geysers, Fire Fighting equipment, water line, electric and water meter etc.; save and except as provided for in the specifications in this Agreement, which shall be installed at the Allottee's own cost. The Company shall provide chilled

water line supply in the Unit and a BTU meter may be installed for its chargeable usage and the cost of Meter shall be borne by the Allottee, however, where there no such BTU meter is installed the Allottee shall be charged on per sq. ft. basis. The Company shall not provide any FCU, AHU and internal ducting with insulation, diffusers and dampers etc. and the same shall be installed at the Allottee's own cost. Subject to provisions in the building/ Project, Wet and drainage point shall only be provided on written request by the Allottee and will be charged extra. Charges for Fire Fighting, Sewerage, water and electricity connection cost of availing electricity connection/supply, and meter thereof, as applicable and charges for supply/ usage shall also be payable over and above the Total Sale Consideration. The Allottee understands and agrees that in case the Company or the Maintenance Agency, or their nominated agency, applies for permission to receive and distribute bulk supply of electrical energy/ water etc. in the Project, in that event the Allottee agrees to abide by all the conditions of sanction of such bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/ direct electrical/ water supply connection directly from any other authority/ body/ utility available for supply of the same. The Allottee also agrees that it shall not apply for any separate connection with any authority without obtaining prior written permission from the Company and it shall also plan and distribute the electrical load for Unit, within the Unit, as per relevant standards & latest NBC codes and in conformity with the electrical systems installed by the Company. The Allottee shall also submit all relevant drawings with the Company and/or the Maintenance Agency for approval before starting the interior work in its Unit.

In case the Company or the Maintenance Agency decides to apply for and thereafter receives permission, from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) 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 Project, then the Allottee undertakes to pay on demand to the Company proportionate share as determined by the Company of all deposits and charges including consumption deposit/ACD, etc. paid/ payable by the Company or the maintenance Agency to DHBVN/ any other body/ commission/ regulatory/ licensing authority constituted by the Government of Haryana, failing which the same shall be treated as outstanding charges payable by the Allottee for the Unit and the conveyance of the Unit shall be withheld by the Company till full payment thereof is received by the Company from the Allottee, however, where in case the Conveyance Deed has already been executed the Maintenance Agency may withhold electricity supply to the Unit till full payment of such deposits and charges including consumption deposit/ACD, etc. is received by the Company and/or the Maintenance Agency. In case the Company or the Maintenance Agency submits an application for supply of electrical energy from the State Grid and that there is a delay in sanctioning of electricity connection and energizing of the same, the Allottee undertakes to make payment of supply of electrical energy through captive generator sets installed by the Company and/or the Maintenance Agency concerned till such time. Proportionate share of cost, incurred by the Company for creating infrastructure like HT feeder, EHT substation etc.

shall also be payable by the Allottee on demand. Further, the Allottee agrees that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Unit till full payment of such deposits and charges is received by the Company and/or the Maintenance Agency. The Allottee agrees to pay any increase in the deposits, charges for the bulk supply of electrical energy as may be demanded by the Company from time to time.

- 2.11. The Allottee understands and agrees that regardless of the fact that Total Sale Consideration has been calculated on the basis of Super Area, the Allottee will only acquire ownership of physical area within the walls of the Unit in terms of this Agreement. The Allottee understands that Super Area is tentative and subject to change till completion of construction of the Unit/ Project. It is only upon receipt of Occupation Certificate that the Super Area shall be finally calculated and intimated to the Allottee and the Total Sale Consideration as shall be applicable on such final Super Area shall be payable by the Allottee. The Allottee understands and agrees that although the Common Areas and Facilities have also been included in the computation of Super Area, such inclusion does not confer any exclusive title or interest in any of the Common Areas and Facilities to the Allottee, who otherwise shall have the right to use such Common Areas and Facilities subject to observance and compliance of the obligations under this Agreement and as may be stipulated in the Maintenance Agreement to be executed by the Allottee.
- 2.12. The Allottee further agrees that Super Area and the Common Areas and Facilities provided in the Project may be subject to change till construction of the Unit/ Project is completed and the Occupation Certificate is issued by the competent authorities, hence, the Total Sale Consideration payable for the Unit may be re-calculated and re-confirmed by the Company based upon the revised Super Area upon such change. In case the Super Area is revised, the Company may demand the amount for such increased area at the original and undiscounted rate as were mentioned in the price list effective at the time of initial booking and the Allottee shall also be liable to pay for the increased area at such rate. Any increase/decrease in the Total Sale Consideration and Other Charges, etc. due to any reason such as change in area or otherwise shall be duly intimated to the Allottee and shall be payable by or refundable to, the Allottee, as the case may be, without applying any interest on the amount of such increase/ decrease. If there is any increase in the Super Area, the Allottee agrees and undertakes to pay for the commensurate increase in the Total Sale Consideration and Other Charges, etc. immediately upon demand by the Company and if there is any reduction in Super Area, then the refundable amount due to the Allottee shall be adjusted by the Company from the next installment payable by the Allottee.
- 2.13. The Basic Sale Price of the said Unit is based on an estimated cost of construction as on the date of booking of Unit by the Allottee. Any variation in the cost of construction shall be calculated upto due date of possession or Offer of Possession, whichever is earlier and shall be charged to the Allottee. The computation of variation in cost of construction shall be done on the basis of price index and rates notified by Government Bodies/Statutory Authorities. The Allottee shall pay the variation in cost

of construction, whether interim or final, as and when demanded by the Company. The Allottee agrees and understands that any default in payment of the same shall be deemed to be a breach of the terms and conditions of the Buyer's Agreement.

3. PAYMENT FOR TAXES, CESSSES, ETC. ON UNIT BY THE ALLOTTEE:

- 3.1. The Allottee agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, service tax, VAT, GST and/or any other taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future (including with retrospective effect) by the Government, municipal authority or any other governmental authority on the said Unit/ Building/ Project or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the said Unit is assessed separately the Allottee shall pay directly to the Governmental Authority and if the said Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee.
- 3.2. That in accordance with applicable statutory provisions, Income tax is to be deducted in term of the Income Tax Act at source on the sale consideration amount liable to be paid by the Allottee to the Company. The Allottee shall be bound to furnish the requisite certificate pertaining to deduction of tax at source to the Company with in time so as to ensure that no difficulty is encountered by the Company in its income tax assessment. The obligation to timely supply certificate of tax deduction at source shall be entirely of the Allottee and the Company shall not be liable to send any notice or demand/reminders for this purpose to the Allottee.
- 3.3. In case any liability, directly/indirectly is imposed on the Company on account of failure of the Allottee(s) to deduct the aforesaid tax at source/furnish the requisite certificate or due to any other reason, in that event the same shall be liable to be discharged by the Allottee. The Company at its absolute discretion shall be entitled to include any such liability including but not confined to accumulated interest, in the consideration liable to be paid by the Allottee to the Company for the Unit subject matter of this Agreement.
- 3.4. As applicable, that in case any services rendered by the Company in terms of this Agreement including but not confined to negotiation/finalisation of transaction of lease in respect of the Unit which is the subject matter of this Agreement for long/short periods, in that event the Allottee shall be liable to pay to the Company such percentage(as may be decided by the Company in its sole discretion to which the Allottee agrees without any demure or pressure) of the gross monthly rent which will be paid by the prospective lessee in respect of the aforesaid Unit, as decided later by the Company. The aforesaid service charge component shall be liable to be paid to the Company each month in advance. In case payment of monthly rent is paid by the prospective lessee to the Company after deduction of tax, in that event the Company shall be entitled to deduct the service charge component referred to above and thereafter remit the remaining amount to the Allottee. It is further agreed and understood between the Parties that service tax liable to be paid to the concerned statutory authorities shall be

wholly to the account of the Allottee. In case the Allottee defaults in payment of the service tax component referred to above, in that event the Company at its absolute discretion shall be competent and entitled to deduct the unpaid service tax component from the monthly rent received from the prospective tenant and to thereafter remit the residue amount to the Allottee.

4. SUPER AREA & COMMON AREA AND FACILITIES:

4.1. The Allottee confirms having understood and agreed to the description and definition of Super Area & Common Area and Facilities as mentioned in **Annexure – I** of this Agreement and confirms unqualified agreement to the same and agrees not to raise any dispute or to make any claim at any time in this regard.

4.2. It is further clarified to and agreed by the Allottee that the Company has calculated the Total Sale Consideration payable for the Unit on the basis of Super Area. The Allottee shall have the right to use the Common Areas and Facilities as per the terms and conditions given herein.

- i. The Allottee shall have an undivided proportionate share in and the non-exclusive right to use the Common Areas and Facilities in accordance with the terms and conditions of this Agreement and shall use them harmoniously with other allottees/occupants, maintenance staff, visitors, etc. without causing any inconvenience, obstruction or hindrance to anyone.
- ii. Use of the Common Areas and Facilities shall be subject to timely payment of Maintenance Charges and the Allottee agrees that in the event of any negligence or failure to pay Maintenance Charges on or before due date, the right to use such Common Areas and Facilities may be restricted/stopped altogether without notice.
- iii. In addition to the above, though not forming a part of computation of Super Area, the Allottee shall have the ownership of the undivided proportionate share in the land underneath the Project, subject to the rights of the Company to undertake further development of the Project Land as may be permissible.
- iv. The Common Areas and Facilities and the undivided right, title and interest of the Allottee in the Common Areas and Facilities shall be fixed, limited and defined by what is specified by the Company in its Declaration to be filed under the Haryana Apartment Ownership Act, 1983 and shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms to the same.

4.3. The management and maintenance of the Common Areas and Facilities shall remain with the Company until such time they are either transferred to the association of the owners of units in the Project in accordance with the Apartment Act or otherwise dealt with by the Company in accordance with applicable Law. The Allottee agrees and understands that except as is expressly provided herein, there shall be no title or interest in respect of any open space, car parking spaces provided in the Project and any other areas and the like and all such areas shall remain the property of the Company which shall be free to deal with them. The Allottee further understands and agrees that there could be a variance in the value of other units/ areas, vis-à-vis the Unit and also inter-se between units and

the Company may, at its discretion, determine the relative value of the various units for calculating their proportionate share in the Common Areas and Facilities for purpose of the Declaration to be filed by the Company under the Apartment Act.

5. RIGHT TO USE CAR PARKING SPACES:

The Allottee agrees and confirms that the Allottee shall have no right, title and interest in unreserved/unallocated car parking spaces in the Project and these, except the visitor car parking spaces as provided by the Company and which may be included in the Common Areas and Facilities, shall remain the property of the Company which shall have the absolute right to assign its rights, titles and interests in such unreserved/unallocated parking spaces, including but not limited to implementation of pay and park system.

6. EARNEST MONEY:

The Allottee agrees and confirms that out of the total amount(s) paid/payable by the Allottee for the said Unit, 20% of the Total Sale Consideration of the said Unit + Interest Due + Brokerage paid/payable + other non-refundable amounts etc. shall be treated as '**Earnest Money**' to ensure fulfillment of the terms and conditions as contained in the Application and/or this Agreement. In the event, the Allottee fails to perform any obligations or commit breach of any of the terms and conditions, mentioned in the Application and/or this Agreement, including but not limited to the occurrence of any Event of Default as stated in this Agreement and the failure of the Allottee to sign and return this Agreement in original to the Company within thirty (30) days of dispatch, the Allottee agrees, consents and authorizes the Company to cancel the allotment and on such, the Allottee authorizes the Company to forfeit the Earnest Money alongwith Non Refundable Amounts. Thereafter, the Allottee shall be left with no right, interest and lien on the said Unit/Project. This is in addition to any other remedy/right, which the Company may have.

7. TIME IS THE ESSENCE:

- 7.1. The obligation to make timely payment of every installment of the Total Sale Consideration in accordance with the Payment Plan along with payment of other charges such as applicable stamp duty, registration fee, IFMS, Sinking Fund and Other Charges, any deposits, as stipulated under this Agreement or that may otherwise be payable on or before the due date or as and when demanded by the Company, as the case may be, and also to discharge all other obligations under this Agreement shall be the essence of this Agreement. The Company is under no obligation to send demand letters/reminders whatsoever for payments. Although the Company is under no obligation to send demand letters/reminders for payments under the Payment Plan, in the event that any such demand letter/reminder etc. are sent by the Company to the Allottee, as a gesture of courtesy, these shall not, under any circumstances, be construed or deemed to be a waiver of the obligation and responsibility of the Allottee to itself make timely payments in accordance with the Payment Plan.
- 7.2. In the event of failure of the Allottee to perform the obligations or to fulfill the terms and conditions as set out in the Application Form and/or Allotment Letter and/or this Agreement, including but not

limited to the occurrence of any Event of Default as described herein, the Company may as its absolute discretion cancel this Agreement and forfeit the Earnest Money (as defined under Clause 6 above) and thereafter, refund the balance amount, if any, without interest in the manner described hereunder:-

- i. In case any breach is committed by the Allottee, the Company shall serve a notice calling upon the Allottee to rectify such breach within the time mentioned in such notice provided that the time mentioned shall not be less than fifteen (15) days.
 - ii. In case such breach is not rectified within the time period stipulated or is continuing or is otherwise repeated, then this Agreement may be cancelled by the Company at its sole option by serving a written notice ("**Notice of Termination**") to the Allottee of the same.
- 7.3. In the event the Company terminates this Agreement under the aforesaid Clause 7.2, any amount refundable to the Allottee shall be refunded, without interest or compensation, only from the sale proceeds upon the further sale/resale of the Unit to another party. Upon such cancellation and dispatch of the Notice of Termination, the Allottee shall have no right or claim against the Company in respect of the Unit including for any compensation or consequential loss except to the extent of such refund and the documents of allotment issued in favour of the Allottee shall be deemed to be cancelled. In case the Allottee has availed financing from a financial institution/bank, in that event upon cancellation of the allotment the refund will be subject to the agreement that the Allottee may have with the financial institution/bank. In the event the Allottee has assumed possession of the Unit, then the Company shall also be entitled to repossess the Unit and in such event, the Allottee and/or any other person/ occupant of the Unit shall immediately vacate the Unit or otherwise shall be liable to be ejected as an unlawful occupant/trespasser. This is without prejudice to any other right that may be available to the Company against the Allottee/occupant under applicable Law and/or in terms of this Agreement including but not confined to the right to demand and realized interest on unpaid amounts at the rate of 12% per annum.
- 7.4. Within the meaning of the aforesaid Clause 7.2, the dispatch of the Notice of Termination by the Company by courier/ post/ e-mail at the address provided by the Allottee in the Application Form or any other address as may have been advised to the Company, shall be deemed to have been served upon the Allottee and shall by itself constitute termination of this Agreement and no further act on the part of the Company shall be necessary for this purpose. It is further clarified that on dispatch of the Notice of Termination, the Company shall be entitled to deal with/re-allot/resell the Unit to any other person without entertaining any objection/claim from the Allottee.
- 7.5. The Allottee agrees that in the event the Allottee fails, neglects and/or delays payment of any installment and other charges as mentioned in the Payment Plan, or any increase/decrease in the Total Sale Consideration for whatever reason then, notwithstanding the right of the Company to cancel the allotment without any notice to Allottee and terminate this Agreement at its sole discretion at any time after such default in payment occurs, the Company may, at its option and

without prejudice to any other rights available under this Agreement and under Law, waive such failure, neglect and/or delay in such payment but upon the condition that the Allottee shall pay interest @ 12% per annum applied upon the amount due compounded at the time of every succeeding installment/charges or three months, whichever is earlier, in addition to the payment due, to be calculated from the due date of the outstanding payment till the date the payment is realized by the Company. The interest due shall also be deemed to be the outstanding amount. It is agreed by the Allottee that any such waiver shall not be construed to be a binding precedent or any obligation upon the Company to waive its right in any other case. However, if the Allottee fails to pay any of the installments and/or charges with interest within the due date or time stipulated by the Company, the Company may at its sole discretion forfeit the Earnest Money including Non Refundable Amounts except payment towards EDC and IDC and in such an event the allotment shall stand cancelled and the Allottee shall be left with no right, lien or interest on the said Unit and the Company shall have the right to sell the said Unit to any other person without any hindrance or obstruction of any nature being created by the Allottee.

- 7.6. In the event the Allottee wishes to get the cancelled booking restored, then the Company may at its sole discretion restore the cancelled booking on payment of restoration charges as may be decided by the Company along with the all outstanding dues subject to the availability of the same Unit and in case the same Unit is not available, then the Company may allot alternative unit on such application. In such an event, the applicable Total Sale Consideration, for such alternate unit shall be payable and thereafter there shall be no further claim, monetary or otherwise, against the Company nor shall otherwise be raised in any manner whatsoever by the Allottee in this regard.
- 7.7. It shall be the responsibility of the Allottee to ensure, subject to Clause 8 below, that the A/c payee Cheque/Demand Draft or any other instrument for payment is delivered well in time to the Company and that the said instrument is duly encashed on presentation. In case, the instrument is not encashed in the first instance, for any reason whatsoever, and the instrument needs to be re-presented/replaced, then if such re-presented/replaced instrument is encashed after due date, the Allottee shall be liable to pay interest @ 12% per annum for the period of delay. The Allottee shall also be liable to pay the charges for dishonour/return of the instrument as may be decided and demanded by the Company. The decision of the Company in this regard shall be final and binding upon the Allottee.
- 7.8. The Allottee agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of the Conveyance Deed for the Unit.

8. TERMS OF PAYMENT:

- 8.1. The Allottee shall make all payments on time as per the Payment Plan and other charges and amounts, as may be demanded by the Company from time to time, without any reminders from the Company, through A/c payee cheque(s)/ demand draft(s) in favour of **'Spaze Towers Pvt. Ltd. Tristaar-Rera Designated Account'** payable at Delhi NCR. All payments shall be subject to realization

and the date of credit into the Company's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the Company's bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any third-party payments made to the Company in respect of the Unit.

- 8.2. In case the Allottee has opted for a construction-linked payment plan, the Company, subsequent to time-linked installments, shall send call/demand notices for installments at the address of the first-named Allottee available in the records of the Company by speed post/ courier and such call/demand notices shall be deemed to have been received by the Allottee within five (05) days of dispatch by the Company. It is understood and accepted by the Allottee that time linked demands including excavation shall be common for the Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan, if any.
- 8.3. In the case of any other payment plans, it shall not be obligatory on the part of the Company to send call/demand notices/reminders for payments as may be due from the Allottee as per the Payment Plan.
- 8.4. The Allottee may obtain finance from any financial institution/bank or any other lawful source but the Allottee's obligation to make timely payments for the Unit pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing and the Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The rights of the financial institution/bank shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that the Company shall not be under any obligation whatsoever to make any financial arrangement for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Company in accordance with the Payment Plan on the grounds of non-availability or delay in sanction or disbursement of any bank loan or finance or for any reason whatsoever and if the Allottee fails to make timely payments due to the Company, then the Company shall have the right to terminate this Agreement in accordance herewith.
- 8.5. Save and except in the case of any bank, financial institution or company with whom any agreement has been separately executed for financing the Unit, the Company shall not be responsible towards any third party that has made payments or remittances to the Company on behalf of the Allottee and any such third party shall not have any right, title, interest against the Unit or under this Agreement whatsoever. The Company shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.

9. FOREIGN EXCHANGE MANAGEMENT ACT:

- 9.1. The Allottee, if being a resident outside of India, shall solely be responsible for complying with the necessary requirements as laid down in the Foreign Exchange Management Act, 1999 ("**FEMA**"),

Reserve Bank of India Act, 1934 and its rules and regulations or any statutory amendments and all circulars and notifications etc., modifications made thereto and all other applicable Law relating to remittance of payments, acquisition/sale/transfer of immovable property(ies) in India and provide the Company with such documentary permissions and approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund for such resident outside of India, or transfer of any security, if provided in terms of this Agreement, shall be made only in accordance with provisions of FEMA or any statutory enactments or amendments thereto 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 to comply with prevailing exchange control regulations issued by the Reserve Bank of India or any other applicable Law, the Allottee shall be exclusively liable for any action under FEMA or any other applicable Law, as amended, time to time and the Company accepts no responsibility in this regard. The Allottee shall keep the Company fully indemnified and harmless in this respect. In the event of any change in the residential status of the Allottee subsequent to the execution of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing immediately to the Company and to comply with all applicable regulations and statutory requirements relating thereto.

- 9.2. The Company accepts no responsibility in regard to matters specified in Clause 9.1 above and the Allottee shall keep the Company 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 Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Unit in any way and the Company shall issue the payment receipts only in favour of the Allottee.

10. APPORTIONMENT OF PAYMENTS:

The Allottee agrees that the Company shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and other charges and thereafter, towards overdue installments or any other charges and outstanding demand and finally, the balance, if any, would be adjusted towards the installment or current dues.

11. COMPANY'S CHARGE ON THE UNIT:

The Allottee agrees that the Company shall have the first charge/lien on the Unit for recovery of all its dues under this Agreement and such other applicable payments as may be demanded by the Company, from time to time. Further, the Allottee agrees that in the event of any failure to pay such dues, the Company shall be entitled to enforce the charge/lien by selling the Unit after cancellation of allotment to recover its outstanding dues out of the sale proceeds thereof and in such an event, the Allottee shall be left with no right, claim or interest in the Unit.

12. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLAN AND DESIGNS:

- 12.1. The Allottee agrees and represents, having reviewed the floor plans and specifications of the Unit as provided in the annexures to this Agreement, and that the same may be subject to change in the interest of the development of the Project or as may be required by the DTCP or any other Government Authority, therefore, the Allottee, without any demure or pressure, agrees that the decision of the Company in this regard shall be final and binding on it.
- 12.2. The construction of the Unit including all materials, equipment, fittings and fixtures shall substantially be in accordance with the specifications as given herein subject however, to the right of the Company to alter such specifications by using substitute materials and equipment, fittings or fixtures of like/similar quality and subject to any direction from any competent authority and/or the architects or due to Force Majeure conditions or reasons beyond the control of the Company, the Allottee hereby specifically agrees to this condition. The decision of the Company in this regard shall be final and binding on the Allottee. The Company may, at an additional cost, consider request of the Allottee for any change/ extra work pertaining to the Unit.
- 12.3. The Allottee agrees and understands that the Layout Plan and/or Building Plans of the Project may be subject to change whether as may be required by any Government Authority or which may otherwise be required or deemed necessary in the interest of the development of the Project, as may be approved by the DTCP or any other Government Authority. The Company, in its sole discretion, may at any time in future change/modify the nomenclature to the Project, which it may deem fit and proper and shall also reserves the right to revise and/or alter and/or modify the size of the Project, Building Plans, Layout Plans, area, specification, number of units, location of Unit, identity of the Unit, etc. which shall be at the sole discretion of the Company and the Allottee shall have no objection to it. The Allottee also understands that such changes may result in addition, alteration, deletion and/or design modification to the Unit/ Towers/ Building/ Project including but not limited to, change in Super Area, preferential location, floor plans, location of Unit, designs and specifications of the Unit and/or the number of Towers or number of units or floors in the Towers and/or in the Common Areas and Facilities, and thus the Allottee hereby agrees to accept such changes and that the Allottee agrees that it shall not be necessary on the part of the Company to give any notice for such changes and/or to seek the approval or prior consent of the Allottee for the purpose of making any changes, and that the Layout Plan/ Building Plans as may be amended and approved, from time to time, shall supersede the immediate previous approved Layout Plan/ Building Plans and shall automatically form a part of this Agreement. However, such changes shall be without prejudice to the rights of the Company as defined in this Agreement to construct additional Towers/additional floors/additional units as may be sanctioned and approved by the relevant Government Authority.
- 12.4. The Company hereby confirms and undertakes that in case of construction of any additional floor(s) in the Tower/building and if the Unit allotted to the Allottee is on the existing top floor of Tower, then in that case, the Allottee shall be given a preferential option to select a unit similar to the Unit on such

top floor provided that such option shall be exercised by the Allottee within thirty (30) days from the date of intimation by the Company after which the allotment of the existing Unit shall continue to remain binding upon the Allottee even though the Unit may not anymore remain on the top floor of the Tower. The option available to the Allottee as set out in this clause shall only apply if the Unit allotted to the Allottee located on the top floor of the Tower/building forming part of the Project.

- 12.5. The Allottee understands and agrees that although every attempt shall be made by the Company to adhere to the size, location, specifications, and Super Area, however in the event of any variation due to changes, including as mentioned in Clause 12.3 or otherwise, the Company shall intimate any revision in Super Area, the related PLC and other charges in writing to the Allottee with the proportionate increase or decrease in the Total Sale Consideration. The Allottee shall be bound by any increase/decrease in such Super Area and the related increase/decrease in Total Sale Consideration. For any increase in the Total Sale Consideration, the Allottee shall be liable to pay the same within thirty (30) days of receipt of the demand raised by the Company failing which, the Allottee shall, without prejudice to any other right of the Company, be liable to pay interest for the period of delay in making such payment as per the terms set out herein. In case of any decrease in the Total Sale Consideration, the applicable refund shall be adjusted in such proportionate amount from the subsequent installments due and payable to the Company as per the Payment Plan as the Company may intimate in writing to the Allottee.
- 12.6. In the event that any variation in Super Area due to such changes exceeds Twenty Percent (20%) of Super Area mentioned herein at any time prior to the execution of Conveyance Deed and such variation is unacceptable to the Allottee, every attempt shall be made by the Company to offer the Allottee an alternate unit of a similar size within the Project subject to availability. In the event that such alternate unit is available and is accepted by the Allottee, the applicable Total Sale Consideration, for such alternate unit shall be payable/ refundable, as the case may be, at the BSP mentioned herein and upon such acceptance, there shall be no further claim, monetary or otherwise, against the Company nor shall otherwise be raised in any manner whatsoever by the Allottee in this regard.
- 12.7. In the event the Allottee does not accept such alternate unit and/or if there is no other unit similar to the Unit available within the Project, the Allottee shall be refunded the amounts received against the Total Sale Consideration within ninety (90) days of the subsequent sale of the Unit without deduction of Earnest Money on such Unit. Such refund shall be made only after discharging any outstanding amount due to any bank/financial institution, in case the Allottee has paid any of the installments against the Total Sale Consideration for the Unit from any loan/finance obtained by the Allottee from any bank/financial institution due to which the bank/financial institution acquires a lien over the Unit subject to the terms of this Agreement. Upon such refund, there shall be no other claim, monetary or otherwise, against the Company nor shall be otherwise raised in any manner whatsoever by the Allottee/ bank/ financial institution. In cases of loan/finance, upon refund the Allottee hereby agrees

to indemnify and keep harmless the Company against any action or claim by the bank/financial institution. Further, it is agreed by the Allottee that there shall be no objection to nor shall there be any claim, lien, of any nature whatsoever, on the Unit and the Company shall be free to re-sell the Unit regardless of the Allottee accepting or declining the alternate unit.

- 12.8. The Allottee understands and acknowledges that on account of changes as mentioned in Clause 12.3, the Project may not include the Unit allotted to the Allottee, in such an event, the Allottee shall be offered an alternate unit within the Project. However, if there is no alternate unit available then the money received against the Unit from the Allottee shall be refunded within a period of ninety (90) days of such confirmation, along with simple interest at the rate of Nine Percent (9%) per annum on the amount paid towards the BSP, PLC & Right to use Car Parking space charges from the date of receipt of each payment installment from the Allottee after adjusting, the interest for the delayed period and/or any other interest/charges/amount paid to the Allottee. There shall be no other claim, whatsoever, monetary or otherwise against the Company nor any claim or demand shall otherwise be raised by the Allottee.

13. RIGHT OF THE COMPANY TO MAKE ADDITIONAL CONSTRUCTIONS:

The Company at its absolute discretion shall have the unhindered right to make additional constructions whether on account of increase in Floor Area Ratio ("FAR") or better utilization of the Project Land or for any other reason anywhere in the Project including construction of additional floors in the Tower/building in which the Unit is located and or the Project Land, to the extent permissible by the DTCP or the Government Authority. The Company shall have the absolute and unfettered right to transfer/assign such additional constructions in any manner whatsoever as the Company may consider fit without any claim, interference, hindrance, obstruction or impediment from the Allottee. The Allottee agrees that the Company, at its cost, shall be entitled to connect the Project's utilities such as electricity, potable water and drainage/ sewage system to such additional construction. The Allottee further undertakes and agrees not to object to the Company constructing or continuing with construction of additional floors, further buildings/ Towers adjacent to the Tower or anywhere in the Project/ Project Land or to claim any compensation or withhold payment of any payment due or maintenance and other charges, as and when demanded by the Company/Maintenance Agency on the ground that the infrastructure required for the Project is not yet complete or has been extended and connected to such additional constructions. The Company and transferees/ allottees of such additional constructions shall have the same rights as the Allottee with respect to the Project including the right to be members of any Society/ Owners Association or any other body of owners that may be formed under the Apartment Act and the right to unrestricted and unopposed use of the Common Areas and Facilities of the Project.

14. ALTERATION OF UNSOLD UNITS AND USE OF ATRIUM:

- 14.1. The Company shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether

structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold units within any of the Towers in the Project and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

- 14.2. It is clearly understood and agreed by and between the Parties hereto that the Company 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 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 Company.

15. RIGHT OF THE COMPANY TO ADDITIONAL FAR:

The Allottee agrees and understands that if the FAR is increased beyond the currently applicable FAR, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings/ floors in the said building/ Project as per the approvals granted by the Governmental Authorities. The Allottee further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The Company 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 building/ Project. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the said building/ Project.

16. POSSESSION OF THE UNIT:

- 16.1. The Company, based upon its present plans and estimates, and subject to all exceptions including extension of registration by the Authority, proposes to handover possession of the Unit within 36 (Thirty Six) months computed from the date of execution of Buyer's Agreement, excluding additional grace period of 6 (Six) months, unless there is delay or failure due to an event of Force Majeure, court orders, or orders by any competent authority(ies), statutory authority(ies), Government policies/ guidelines, decisions, or any other circumstances which may be deemed reasonable by the Authority, or circumstances and reasons beyond the control of the Company ("**Commitment Period**"). In case of failure of the Allottee to make timely payments of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable in accordance with the Payment Plan or as per the demands raised by the Company from time to time in this respect, or any failure on the part of the Allottee to abide by any of the terms and conditions of this Agreement, the time periods mentioned in this clause shall not be binding upon the Company with respect to the handing over of the possession of the Unit, regardless of the fact that the Company has accepted interest on delayed payments.

- 16.2. The Company after obtaining the Occupation Certificate and completion of construction shall notify the Allottee in writing to assume possession of the Unit ("**Offer of Possession**") within a period of sixty (60) days by executing and registering the Conveyance Deed, necessary indemnities, undertakings, Maintenance Agreement and other documentation as the Company may prescribe. The Company shall, after execution of such documents and payment by the Allottee of all dues payable under this Agreement, permit the Allottee to occupy the Unit. If the Allottee fails to pay all dues payable under this Agreement, the Company shall withhold execution of the Conveyance Deed and handing over possession of the Unit until the entire outstanding with interest, if any, are fully paid by the Allottee. The Allottee shall be bound to assume possession of the Unit notwithstanding the fact that construction activity might not be complete in the Project.
- 16.3. Procedure for taking possession - The Company, upon obtaining the Occupation Certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within two (02) months from the date of Occupation Certificate. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions of this Agreement, on the part of the Company. The Allottee, after taking possession or expiry of time period mentioned in the Offer of Possession, whichever is earlier, agree(s) to pay the Maintenance Charges as may be determined by the Company/ Maintenance Agency/ association of allottees. The Company further undertakes to show to the Allottee copies of the Occupation Certificate in respect of the building or Project, as the case may be, in which the Unit is located at the time of conveyance of the Unit to the Allottee.
- 16.4. Failure of the Allottee to take possession of the Unit - Upon receiving a written intimation/ Offer of Possession from the Company, the Allottee shall within the time period as mentioned in the Offer of Possession pay the dues/amounts in terms of this Agreement and take possession of the Unit from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as may be deem fit by the Company, and the Company shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time prescribed above, the Allottee shall continue to be liable to pay the Maintenance Charges and Holding Charges in terms of this Agreement.
- 16.5. Possession by the Allottee - After obtaining the Occupation Certificate and handing over physical possession of the unit to the allottees, it shall be the responsibility of the Company to hand over the necessary documents and plans, including Common Areas and Facilities, to the association of allottees or the competent authority, as the case may be, as per the local laws. All costs, expenses, duties (including stamp duty, if any) charges, taxes, levies etc. payable in connection with the handing over of the Common Areas and Facilities to the association of allottees/ competent authority, as the case may be, shall be solely payable by the association of allottees, and in the event the Company is made to pay the same, it shall have the right to recover the afore-said costs from the IFMS and/or the Maintenance Charges paid/payable by the allottees.

Subsequent to the handover as afore-said of the Common Areas and Facilities to the association of allottees/ competent authority, as the case may be, and/or the completion of development of the total Project, the Company will retain air rights (including the air rights above the Project) for branding and designation of the Company with respect to the development of the total Project (including the Project) and/or to use/lease/hire the same for advertisement purposes. The handing over as afore-said of the Common Areas and Facilities to the association of allottees or to the competent authority, as the case may be, shall be subject to the Company having an exclusive irrevocable license in perpetuity with respect to air rights and branding rights upon the Project and the right to designate and brand the development of the Project/total Project as an 'Spaze' project/Company's project and/or to use/lease/hire the same for advertisement purposes.

- 16.6. Cancellation by the Allottee – The Allottee shall have the right to cancel/withdraw his/her/its 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 Company, the Company herein is entitled to forfeit the Earnest Money including the Non Refundable Amounts paid for the allotment and thereafter, refund the balance amount, if any, without interest upon subsequent sale of the Unit.

- 16.7. Compensation – The Company shall compensate the Allottee for any reasonable loss caused to the Allottee due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision.

Except for occurrence of a Force Majeure event, if the Company fails to complete or is unable to give possession of the Unit:

- i. in accordance with the terms of this Agreement, duly completed by the time period specified above; or
- ii. due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act;

the Company shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Unit, with interest at the rate prescribed in the Rules within ninety (90) days of it becoming due, save and except in cases where renewal of registration has been obtained or has been applied for, which includes a period of ninety (90) days for filing for renewal of registration, and also includes the period taken for the renewal of the License which has been duly applied for with the applicable authority, in an event where the application/ grant of registration under the Act is pending for want of such renewal.

Provided that where if the Allottee does not intend to withdraw from the Project, the Company shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing

over of the possession of the Unit, which shall be paid by the Company to the Allottee within ninety (90) days of it becoming due.

- 16.8. The Allottee upon taking possession of the Unit, shall have no claim whatsoever against the Company in respect of size, location, specifications and any other work etc. in the Unit which may be claimed to be incomplete, defective or claimed to have not been carried out by the Company or for any other reasons and the Allottee shall be entitled to occupy the Unit but subject to the terms and conditions, stipulations and restrictions contained in this Agreement. The Allottee agrees that upon assuming possession of the Unit, no such claim shall be entertained by the Company and the Allottee shall remain bound by all the terms and conditions of this Agreement.
- 16.9. If, however, the completion of the Unit/Towers/Building/Project or the possession is delayed by reason of any Force Majeure event or any other reason beyond the control of the Company, then the Allottee agrees that the Commitment Period shall stand extended automatically to the extent of the delay caused due to such Force Majeure circumstances and the Company shall be entitled to appropriate extension of time for handing over of possession of the Unit. The period elapsed between applying for various sanctions/permissions and eventual grant thereof shall be excluded for computation of period of delivery of possession specified above. The Company, as a result of such a contingency arising, also reserves the right to alter or vary the terms and conditions of this Agreement or if circumstances beyond the control of the Company so warrant, may suspend the development of the Project for such period of time as it may consider necessary and expedient and subject to Clause 16.11 herein, the Allottee agrees not to claim any compensation of any nature whatsoever during such period of suspension. However, this Agreement shall be treated as cancelled in consequence of the Company abandoning the development of the Project pursuant to this clause and the Company hereby confirms that upon such cancellation/ abandonment and subject to the Allottee not being in default under this Agreement, the Company shall refund all amounts received from the Allottee, without any interest, and upon dispatch of such refund by registered/speed post, the Allottee agrees that there shall not be any other right or claim against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement. Provided that in case of any subsisting insurance policy covering the Project, any refund due to the Allottee shall first be made out of the claims received from the insurance company.
- 16.10. Should the Company abandon the Project for any reason other than as mentioned herein, it shall refund the entire amount received from the Allottee and simple interest calculated @ Nine Percent (9%) per annum on the amount paid towards the BSP, PLC & Right to use Car Parking space charges after adjusting the interest for the delayed payment of installment and/or any other interest/charges/amount paid to the Allottee and no other charges/ compensation shall be entertained or be deemed to be payable by the Company to the Allottee.
- 16.11. In the event of any delay in handing over possession of the Unit as mentioned in Clause 16.1 or for any reason other than as mentioned under this Agreement, the Company agrees to pay only to the

Allottee first-named in the Agreement, subject to the Allottee not being in default under any term of this Agreement, compensation `equal to Rs. 10/- (Rupees Ten Only) per sq. ft. per month (the “**Delay Compensation**”) for the actual time period of delay until the date of issuance of letter of Offer of Possession. The said Delay Compensation shall be payable after the Allottee has paid all the outstanding amount as per the Payment Plan but the Allottee shall only be entitle to claim such compensation, if the Allottee is not receiving or has not received any other benefits/income from the company for the same period such as interest/return on investment etc. For the purpose of this clause or wherever otherwise required in context to this clause in this Agreement, the Allottee agrees that in case of transfer/sale of the Unit by the Allottee to any transferee their right to claim such Delay Compensation shall stand surrendered and accordingly, neither the Allottee nor the transferee shall be entitled to claim or demand such Delay Compensation from the Company.

16.12. The Allottee agrees that such Delay Compensation is an adequate and reasonable estimate of the loss or damage that the Allottee may suffer and that the Allottee shall have no other right or claim whatsoever for such delay.

16.13. The Company may at its sole discretion and subject to the Allottee having paid the full amount against the said Unit and fulfilled all its obligations under this Agreement, allow the Allottee to enter the said Unit for carrying out interior finishing and fit out works prior to the notice of possession and on execution of an indemnity bond and the Company may impose certain restrictive guideline(s), covenants and conditions including the time frame, regarding interior fit outs at the time of allowing the Allottee to do the interior fit outs in the said Unit and no Conveyance Deed shall be executed in case of any breach of any of such guideline(s), covenants and conditions issued for interior fit outs or failure of the Allottee to strictly adhere to such guideline(s), covenants and conditions. However, such entry shall not be construed as or in no way entitle the Allottee to have any right, interest or title of any nature whatsoever in respect of the said Unit. The Allottee shall not to cause any damage to the said building, while completing the interior work of the said Unit and in the event any such damage is caused, the Allottee shall reimburse the Company the costs of rectification thereof. The Allottee shall also pay to the Company the cost of electricity, water and other direct expenses incurred by the Company on account of the Allottee during the period of interior fit outs. The demand raised by the company in this regard shall be final and binding upon the Allottee and the Allottee shall make the payment thereof forthwith.

17. CONVEYANCE OF THE UNIT:

17.1. The Conveyance Deed shall be executed and registered to convey the title of the Unit in favor of the Allottee subject to receipt of the Total Sale Consideration including, but not limited to, interest on delayed payments and Other Charges as reserved herein along with compliance of all other terms and conditions of this Agreement by the Allottee.

17.2. The Allottee agrees and undertakes to be present before the appropriate statutory authorities for this purpose on the date(s) as may be communicated by the Company.

- 17.3. The cost of Stamp Duty, Registration Charges, and other incidental charges and legal expenses ("**Conveyance Expenses**") for registration of the Conveyance Deed shall be borne solely by the Allottee and the Allottee is aware that the same is not included in the Total Sale Consideration and/or Other Charges. The Allottee/transferee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, and/or other applicable Law, including any actions taken or deficiencies/penalties imposed by the competent authority.
- 17.4. The Allottee undertakes to execute and register the Conveyance Deed for the Unit prior to assuming its possession. In case of any delay, beyond the time stipulated in the Offer of Possession, by the Allottee to take possession and/or to deposit the Stamp Duty, Registration Charges and other Incidental and Legal Expenses and execution of the Conveyance Deed, the Allottee shall be required to pay HOLDING CHARGES @ Rs. 10/- (Rupees Ten Only) per sq. ft. per month for the period reckoned from the due date of payment of such Conveyance Expenses up to the actual date of such payment and execution of the Conveyance Deed. The Holding Charges shall be payable in addition to the interest payable due to delay in payment. If the Allottee delays such action beyond ninety (90) days, then such delay may be treated as an Event of Default with application of the concomitant actions as prescribed under the Event of Default as mentioned in Clause of Events of Default and Consequences. The failure to take possession shall not absolve the Allottee of its liability to pay Maintenance Charges etc. to the Company. The Allottee shall also be responsible and liable to pay all cost and charges for all civil and criminal liabilities, which may accrue qua such unit.
- 17.5. The obligations to be discharged by the Allottee and the terms and conditions to be performed or observed on a continuing basis, even beyond the conveyance of the Unit or which form a condition of ownership of the Unit, including those pertaining to recurring obligations as may be covered under the Maintenance Agreement, shall survive the conveyance of the Unit in favour of the Allottee and all such obligations and covenants of the Allottee shall be read within the meaning of Section 31 of the TP Act and shall remain enforceable at all times against the Allottee, and all transferees, assignees or successors-in-interest including their tenants/ licensees/ occupiers.
- 17.6. In case the Allottee has taken any loan from any bank/financial institution for the Unit, the Allottee shall obtain a No Objection Certificate from such bank/financial institution for purpose of executing the Conveyance Deed and until such No Objection Certificate is received, the Conveyance Deed shall not be executed by the Company.
- 17.7. The Allottee agrees that so long as the Conveyance Deed for the Unit is not executed and registered in favour of the Allottee, the Company shall continue to be the owner in possession and control of the Unit.
- 17.8. The Allottee also agrees that the Conveyance Deed shall only be executed and registered after obtaining the necessary Occupation Certificate/ Completion Certificate from the concerned government departments and also after the Allottee has/have made full payments towards the Unit

in terms of this Agreement and nothing is outstanding on any account and has/have also executed all documents, indemnities, etc. in terms of this Agreement.

- 17.9. The Company at its absolute discretion may offer permissive occupation of the Unit to the Allottee so as to enable the Allottee to undertake fitout work in the Unit and upon doing so liability of the Company to make payment of penalty for delay/ Delay Compensation shall come to an end.

18. MAINTENANCE OF THE PROJECT:

- 18.1. In order to provide necessary maintenance services and transparency in accounting procedures relating to costs and expenses of maintenance of the Project, the Company shall, upon completion of the Project, may hand-over the responsibility of the maintenance of the Project to a Maintenance Agency identified and appointed by the Company or in the alternative shall look after the same until these are handed over to a Maintenance Agency identified and appointed by the Company. The Allottee agrees to execute the Maintenance Agreement as per the standard format of the Company, with the Company and/or the Maintenance Agency or any other nominee/agency or other body as may be appointed by the Company for maintenance and upkeep of the Project and the execution of the Maintenance Agreement shall be a condition precedent for executing the Conveyance Deed of the Unit. Refusal to execute the Maintenance Agreement by the Allottee shall tantamount to breach of this Agreement and shall also entitle the Company to terminate the Agreement in accordance herewith besides being deemed to be an Event of Default within the meaning of this Agreement and shall also entitle the Company to stall the execution and/or registration of Conveyance Deed and delivery of possession of the Unit. The Allottee undertakes to abide by the terms and conditions of such Maintenance Agreement as may be and to promptly pay all demands, bills, charges, as may be raised by the Maintenance Agency from time to time, whether or not there is actual use of the maintenance services rendered by the Maintenance Agency. The Company or the Maintenance agency appointed by the Company will only be responsible for the service laid by the Company and will not take care of the lines laid by Allottee inside the allotted Unit.
- 18.2. In order to secure due performance of the Allottee in paying promptly the maintenance bills and other related costs and charges as may be raised by the Maintenance Agency, the Allottee agrees to deposit, as per the Payment Plan, and confirms and assures always to keep deposited with the Company/Maintenance Agency an Interest Free Maintenance Security ("IFMS") deposit calculated @ **Rs. _____/- (Rupees _____ only)** per sq. ft. of the Super Area and also confirms and assures always to keep deposited with the Company/ Maintenance Agency the "**Sinking Fund**" deposit which will be decided/demanded letter on by the Company/Maintenance Agency. The Company reserves the right to increase the IFMS and Sinking Fund from time to time in keeping with any increase in cost of maintenance services/cost of replacement of capital goods and the Allottee agrees to also pay such increases within thirty (30) days of such demand made by the Company/ Maintenance Agency. The Company/ Maintenance Agency may utilize a part of the Sinking Fund for replacement of capital equipment installed in the Project. In case of failure of the Allottee to pay the

maintenance bills and other charges on or before the due date, the Company/Maintenance Agency shall have the right, in addition to deny maintenance services and use of Common Area And Facilities to the Allottee, to recover arrears from the amount of the IFMS and Sinking Fund against such defaults. On such adjustment of the IFMS and Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the IFMS and Sinking Fund immediately to the Company/Maintenance Agency. In case the Allottee fails to make up the deficit of IFMS and Sinking Fund within a period of fifteen (15) days from date of receipt of written information from the Company, the same shall be considered an Event of Default. If the Allottee transfers or sells the Unit to any third party, the Allottee shall not claim or demand the refund of IFMS and/or Sinking Fund or any part thereof from the Company/Maintenance Agency. However, such third party may continue with the IFMS and Sinking Fund and would not be required to pay any further IFMS and Sinking Fund to the Company/Maintenance Agency subject to the provisions of this clause and other terms and conditions of this Agreement.

- 18.3. The Allottee understands and agrees that the Maintenance Agency shall have a charge/lien on the Unit to the extent of all its dues and other sums payable to it under the Maintenance Agreement. This condition shall survive the conveyance of the Unit to any transferee by the Allottee and the said condition/obligation shall run with the Unit, within the meaning of Section 31 of the TP Act.
- 18.4. The relationship between the Company and the Maintenance Agency shall be on a principal-to-principal basis. The Company may join in the execution of the Maintenance Agreement though it shall not be liable or responsible for any act of commission or omission on the part of the Maintenance Agency and/or any other agencies employed or otherwise engaged by the Maintenance Agency for maintenance of the Project whether arising from the Maintenance Agreement or otherwise. The Maintenance Agreement shall be enforceable against the Maintenance Agency only and the Company shall not be responsible or liable for the same and the Allottee hereby agrees to keep the Company absolved and harmless of all liabilities in this respect at all times.
- 18.5. The Allottee shall permit supervisors and agents of the Company or the Maintenance Agency to enter the Unit at reasonable hours unless exigencies otherwise warrant (in which case the permission of the Allottee might not be necessary) for purposes of inspection or repairing any part of the Unit or accessing the common services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections and the like for purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all services pertaining to the Unit and other occupants/owners in the Project.
- 18.6. Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of letter of Offer of Possession (regardless of the actual possession) and the Allottee undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Allottee. The Maintenance Charges shall be recovered on such estimated basis on monthly or at

quarterly intervals or as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.

- 18.7. The Allottee agrees that it shall have no objection to the Maintenance Agency appointed by the Company and shall not, either self or in association with other allottees appoint any other agency, till the maintenance of the Project has been handed over to the association of owners of units. However, the Company shall strive to appoint a Maintenance Agency of repute and reserves its right to change the agency, at its sole discretion, in case the services being rendered by the said Maintenance Agency are found deficient by the Company or any other reasonable cause.
- 18.8. The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied from the date of Occupation Certificate or the date of allotment, whichever is later and the Allottee undertakes to pay the same in advance every month within five (05) days of the demand thereof by the Company or the Maintenance Agency. It is agreed by the Allottee that the payment of Maintenance Charges will be applicable whether or not the possession of the said Unit is taken by the Allottee. The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee. The Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency and the failure to pay thereof shall attract interest @ 12% p.a. over the outstanding amount. The outstanding amount including interest if exceeds the Maintenance Charges for two (02) months than the Company or the Maintenance Agency shall be entitled to appropriate the same from the security deposit and in such case the Allottee shall reimburse such amount within fifteen (15) days from the intimation thereof.
- 18.9. The Allottee shall also be required to obtain No Objection Certificate from the Maintenance Agency prior to transfer of the Unit. The Maintenance Agency shall issue the No Objection Certificate only if there are no dues outstanding against the Allottee towards maintenance/ electricity/ power back up charges etc. and also such other amounts as may be payable under the Maintenance Agreement.
- 18.10. The liability of Allottee to pay the Maintenance Charges, electricity and water charges etc. in respect of the said Unit shall always be joint and several with any lessee, licensee, and occupant of the said Unit. Any unpaid charges for the said Unit shall always be recoverable from the Allottee notwithstanding any agreement or arrangement between Allottee/ Company/ Maintenance Agency and subsequent lessee/ licensee/ occupant.

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

19. POWER BACK-UP AND FIRE SAFETY:

19.1. 100% power backup shall be provided for the Unit in addition to that for common area services through DG sets. Capacity of DG sets shall be decided by the Company/ consultant considering suitable load factor & overall diversity. In case the Allottee requires to communicate in writing in advance for additional power, if required, prior to the total load designing, an additional charge for the same will be borne by the Allottee as decided by the Company, subject to system limitation and availability. The charges for 100% power backup shall be payable by the Allottee as per the Maintenance Agreement. The Allottee shall not be entitled to claim any damage/loss whether direct or consequential from the Company/Maintenance Agency or any entity providing the power backup in the event of low voltage, low frequency, inconsistent, erratic or non-availability of such power backup or due to any reason beyond the reasonable control of the Company and/or the Maintenance Agency/any other entity providing the power backup.

19.2. The Company shall provide fire-fighting and fire safety equipment as required under existing rules and regulations. If however, due to any subsequent legislation/government directives, guidelines or change/amendments in Fire Codes including the National Building Code and any subsequent amendments thereof, additional fire safety measures are required to be undertaken, then the Allottee undertakes to pay, without any protest or demur, immediately upon written demand by the Company, such additional expenditure incurred thereon in proportion to Super Area to the total super area of all the units in the Project. However, adequate fire-fighting equipment as may be required inside the said Unit shall be installed by the Allottee at its own cost. The Company shall only provide smoke detection system and fire sprinkler line inside the Unit, and any further arrangement according to the interior lay out if required, will be done by the Allottee at their own cost.

19.3. The Allottee shall not be entitled to install its personal/individual power generator for providing power backup to the Unit.

20. PAYMENT FOR REPAIRS, REPLACEMENT, UPGRADATION, ADDITION OF LIFTS, DG SETS, ELECTRIC SUB-STATIONS, PUMPS, FIRE FIGHTING EQUIPMENT AND OTHER CAPITAL PLANT AND EQUIPMENT:

As and when any plant and machinery within the Project/Tower, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, or any other plant, machinery or equipment requires repairs, replacement, upgrade, or additions, the cost and related

expenses thereof shall be contributed by the Allottee on pro rata basis (i.e. in the proportion that Super Area bears to the total super area of all units in the commercial colony respective Tower and/or the Project, as the case may be). The Company and/or the Maintenance Agency shall have the sole authority to decide the need for such replacement, upgrades and additions including timing, cost and expense thereof and the Allottee undertakes to abide by the same.

21. DEFECT LIABILITY:

- 21.1. It is agreed that in case any structural defect (as defined under Rule 2(u) of the Rules) is brought to the notice of the Company within a period of five (05) years by the Allottee from the date of handing over possession of the Unit, it shall be the duty of the Company to undertake the rectification of such defects without further charge, within ninety (90) days, and in the event of the Company's failure to rectify such defects, the aggrieved allottee(s) shall be entitled to receive reasonable cost for rectification of such defect.

Provided that, the Company shall not be liable for any structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original plans/ layouts/ specifications/ designs. The Allottee is aware that any changes, alterations including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the building at various places or in its entirety and hence any changes or alterations as mentioned hereinabove will result in immediate ceasing of the Company's obligation to all the allottees of the said building, including the Allottee herein, to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee/ association of allottees shall have no claims of whatsoever nature against the Company in this regard.

The Allottee has been informed and has agreed that the Company will procure, if available, insurance towards workmanship, quality and services provided as per the Agreement, for the Project for upto five (05) years and the cost towards the same shall be recovered from the IFMS amount or as part of the maintenance charges payable by the allottees. However, it has been expressly agreed by the Allottee that the renewal of the insurance shall be the sole responsibility of the association of allottees and the cost thereof shall be borne and paid directly by the association of allottees.

- 21.2. However, the Company's liability to rectify the defects would be rendered void in the following circumstances:
- 21.2.1. If any defect is caused due to an event of Force Majeure and Other Conditions, not in the Company's control;
 - 21.2.2. Failure of the Allottee or the association of allottees to maintain the sophisticated technological equipment, materials and processes involved in the services laid out and implemented in the Project, and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies having the technical ability and know-how;

- 21.2.3. Where such defect is occasioned on account of unauthorized tampering, mishandling, human error or any human intervention whatsoever by a technically unqualified person;
 - 21.2.4. If the defects are the result of ordinary wear and tear in due course; or
 - 21.2.5. Defects which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project.
- 21.3. PROVIDED THAT any defects in the following items, if provided, shall not constitute a defect for the purpose of this Agreement and shall not result in any liability on the Company for rectification:
- i. Items that are not falling under building construction or infrastructure services and systems including all fittings, fixtures, unit level equipment, if any, whatsoever, which shall be made functional at the time of handing over possession but the maintenance thereof through appropriate maintenance contracts or otherwise shall be the responsibility of the individual unit owner alone.
 - ii. Intrinsically breakable or degradable items like PVC/ linoleum floors, interior millwork, finishes, doors, cabinets etc., items made of particle board/ MDF/ Plywood/ Wood etc., OB, tiles, stone, wooden items, glass, iron grills, steel panels, aluminium items, façade, doors, hinges, locks, door & other handles, accessories used in doors, windows, façade, modular kitchen, windows, laminated floor, paint and such like.

PROVIDED FURTHER THAT the concrete slabs/ beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), non-structure walls can expand and contract due to change in temperature, for years after construction, surface cracks may appear on plastered and painted surfaces due to temperature and humidity difference between inside and outside conditions in normal course. The Allottee may come across cracks in finishes, flooring, ceiling, slab gypsum or on the plaster etc. as a result of such slab/ beam deflection, difference between inside and outside conditions, and also caused due to any renovation and/or alteration etc. carried out by the Allottee and any other allottees in the Project. The Allottee agrees and covenants not to hold the Company liable and/or responsible or raise any claim(s) for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee and any other allottees/ occupants of the Project.

PROVIDED FURTHER THAT the Allottee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems in working conditions free from defects and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain their functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would by definition not fall in the category of a defect and hence would not constitute a defect liability on the Company. However, the Company may, at its own discretion or if required under any applicable statute, take out adequate maintenance contracts, for such period as may be deemed necessary by it, at the cost of the Allottee/ association

of allottees recoverable by the Company from the IFMS amount or as part of maintenance charges payable by the allottees, with regard to all or any of the following:

- (a) Systems like plumbing, electricity, firefighting, security, audio/video, IT, façade, etc.
- (b) Common equipment like diesel generators, automatic voltage regulator, sewerage treatment plant, water treatment plant, lifts, escalators, chillers, air conditioners, AHU/FHU systems, electrical panels, pumps, motors, transformers, BMU, BMS, etc.
- (c) Unit level fixtures, whatsoever, if any.

22. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE:

The Allottee agrees to permit the Company and/or the Maintenance Agency or their authorized representatives to enter the Unit, with prior intimation and during normal working hours, unless exigencies otherwise warrant (in which case the permission of the Allottee might not be necessary), with a view to correct any defect in the Unit or any defect in any unit adjacent to, above or below the Unit or any other cause reasonably warranting the entering into the Unit. Any refusal of the Allottee to give such right of entry into the Unit will be deemed to be a violation of this Agreement and the Company shall be entitled to take such action as it may deem fit and the Allottee shall be responsible for all direct and indirect damages that may be occasioned by such refusal and consequent to non-rectification of any defect.

23. INSURANCE:

The structure of the Tower/ Project may be insured by the Company or the Maintenance Agency on behalf of all owners of units in the Project against the risks of fire, earthquake, lightning, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Allottee as part of the maintenance bill raised by the Maintenance Agency. The Allottee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Allottee shall be solely responsible and liable. However, insurance, if any, of any items/things/articles inside the Unit and third party risk shall be solely at the risk and cost of the Allottee.

24. PERMITTED USE OF THE UNIT:

- 24.1. The Allottee shall not use the Unit for any purpose other than for the purpose provided under this Agreement and shall use the same in a manner that does not cause nuisance or annoyance to other occupants of the Tower/ Project. Use of the Unit shall not be against public policy or for any unlawful, illegal or immoral purposes or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals regardless of the occupation, business enterprise or trade of the Allottee/occupant. The Allottee or the occupant shall not do or permit anything to be done within or around the Unit for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit or to any unit above, below or adjacent to the Unit or anywhere in the Tower/ Project or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The

Allottee hereby agrees and confirms to indemnify the Company against any penal action and liability, damage or loss due to misuse for which the Allottee/occupant shall be solely liable and responsible under Law and equity. If the Allottee uses or permits use of the Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Company shall be entitled to cancel this Agreement and repossess the Unit besides pursuing such other remedies as may be available to the Company under Law.

- 24.2. The Allottee agrees not to fix or install air conditioners or heating units or any other equipment in the Unit (except at designated places in the Unit for such installation, provided such places for equipment installations are specified and permitted by the Company) or anything that in any manner alters, changes or otherwise modifies the external façade of the Unit/Towers.
- 24.3. The Allottee agrees not to fix or install any antenna on the roof top or terraces or external façade of the Towers except by the prior written sanction of the Company and at only such places as may be earmarked by the Company for such purpose. The Company shall be competent and entitled to use the terrace of the building, forming part of the Project in any manner deemed fit by it.
- 24.4. The Allottee shall advise the Company/ Maintenance Agency about all interior works proposed to be undertaken inside Unit. The Allottee shall adhere to all fire and other safety regulations including the structural integrity of the building in which Unit is situated and shall not exceed electrical loads beyond the allocated limits. The Company reserves its right to inspect all interior works and may where required, direct and require the Allottee to undertake such modifications or changes in the interior works as may be necessary to ensure compliance with this clause. Failure of the Allottee to abide by this clause or to meet any directions or requirements of the Company in this regard shall be deemed to mean a Default within the meaning of this Agreement.
- 24.5. That the space for the Restaurant, if any, shall be specifically marked and the Allottee shall not be permitted to run a restaurant/eating joint in the Unit earmarked for the use as commercial unit and not specifically earmarked to be used as restaurant. However, the Company may permit at its sole discretion, the operation of a restaurant in a commercial Unit after the Allottee agrees to abide by the conditions imposed by the Company at its sole discretion, for providing ventilation, sewage disposal, electrification, and other services and alteration as may be necessary to operate the Restaurant so as to maintain hygienic conditions therein and in a manner that other allottees are not put to inconvenience on this account. The Company may also refuse permission to change the use of the Unit and the decision of the Company shall be final.
- 24.6. The Allottee undertakes and agreed to carry out only the business of permitted activity and assures that it shall be bound by the stipulations imposed by DTCP and the terms and conditions broadly set out herein or those imposed by any Government Authorities.
- 25. SIGNAGE:**
- 25.1. The Allottee shall be entitled to put up signage, name, sign board, publicity or advertisement material at only such places as may be earmarked by the Company/Maintenance Agency for such purpose.

Save and except as aforesaid, the Allottee hereby agrees that it will not put up any name or sign board, publicity or advertisement material on the external facade of the Project or Tower/s or Unit or anywhere in the Common Areas without the prior written permission of the Company/Maintenance Agency. Further the Allottee shall also be liable to pay charges, as applicable in the respect of signage/s, to the Company/Maintenance Agency along with any Taxes and Cesses that may be imposed by any Government Authority for putting any signage on the external façade of the Tower/ Project or in the atrium.

- 25.2. All external walls, windows, passages, common areas, other property etc. shall never be occupied, and no signage, sign board, neon light, publicity or advertisement material etc. or display board, air-conditioning units or generators shall be installed in these areas by the Allottee and/ or no other activity shall be done which spoils the aesthetics of the building or area, causes noise pollution or in any other way in-conveniences to any other party or the Company or is illegal or for immoral purposes or any activity, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/occupants in the Project. The Allottee shall neither modify any structure or raise any illegal construction in the Unit, nor encroach upon or occupy any area falling outside the Unit.
- 25.3. The Allottee shall be allowed to put up its name in the building directory at the ground floor lobby and signage/name board at the entrance door of Unit. However, the shape, location and size of any such signage/name board shall be subject to approval of Company/ Maintenance Agency and applicable law.

26. LEASE OF OPEN SPACES ON ROOFTOP/ TERRACES:

The Company reserves its right to give on lease or hire the whole or any part of the roof/ terraces above the top floor of any of the Tower(s) in the Project for 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 agrees not to object to the same or to make any claim on this account. However, in case common amenities or facilities are erected or otherwise provided on the roof/terraces for common use of owners of units in the Project, the Allottee shall be entitled to the non-exclusive use of such facilities, subject to timely payment of charges as may be specified by the Company and Maintenance Charges, as the case may be, but the Allottee shall have no right or title of ownership of the same at any time.

27. USE OF BASEMENT, PARKING AND SERVICE AREAS:

- 27.1. The basement and service areas as may be located within the Project shall be earmarked by the Company to house services, including but not limited to, electric sub-stations, transformers, DG sets, underground water tanks, pump rooms, maintenance and services rooms, fire-fighting pumps and equipment and other permitted uses as per Zoning/Building Plans. For safety and security reasons the Allottee shall not be permitted to access or use such areas in the basement or elsewhere in any manner whatsoever and the same shall be reserved for use by the Company or the Maintenance

Agency and its staff and employees for rendering services. Any violation of this condition shall be a breach of this Agreement by the Allottee.

- 27.2. The provision of basement/surface parking space in the Project does not entitle the Allottee to the facility of parking his/her/its car(s) therein unless he/she /it has acquired the Right to use of Car Parking space in the basement/ surface from the Company. All amounts payable by the Allottee in connection with the parking fee services availed from time to time shall be paid directly to the Company and/or the Maintenance Agency authorized by the Company regularly by the Allottee. The Allottee agrees to abide by the Schedule of Maintenance as enlisted in **Annexure – IV**. The Allottee recognizes that the Company shall have the absolute right to allot and/or assign the interest in the parking area to any person(s) at its sole discretion. In case the Company wants to provide Valet Service for parking of vehicles, the Allottee undertakes to pay such charges as may be fixed by the Company/ Maintenance Agency for providing this facility.

28. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- 28.1. The Allottee shall, after taking possession of the Unit or after the expiry of period as stipulated in Clause 16.2 be solely responsible to maintain the said Unit at its own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Unit/ Building, or the staircases, lifts, escalators, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board/name-plate, neon-light, publicity material or advertisement material/shutters, Air conditioners outdoor units, exhaust fans etc. on the face/facade of the said Building or anywhere on the exterior of the said Building and/or Common Areas but only at the places (if any) provided by the Company for the same. Further, the Allottee agrees to get prior approval of the Company/ Maintenance Agency in writing in respect of format, type, location, design, size and lettering of the aforesaid sign-board/name-plate, neon-light, publicity material or advertisement material/shutters, Air conditioners outdoor units, exhaust fans etc. intended to be displayed/ installed on the entrance of the said Unit inside the building or when permitted by the Company/ Maintenance Agency outside the Project. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the said Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company

and/or the Maintenance Agency, to enter the said Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 28.2. That the Allottee undertakes not to sub-divide the said Unit agreed to be allotted to it. The Allottee 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/company by way of mortgage, tenancy, license, gift or in any other manner, such person/company so inducted by the Allottee shall be also bound by the terms and conditions of this Agreement. The Company and/or its nominee including any other body or any other association of allottees 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 irrespective of the fact whether such entry in the said Unit of the allottee is permissive or hostile.
- 28.3. That if the Allottee intends to carry out the Interior adaptations and interior works in the said Unit and seeks permission thereof, the Company 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 before the Allottee 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.
- 28.4. That the Allottee shall get all the interior drawings approved from the consultant of the Project to whom the Allottee shall pay such amount as maybe decided between them, prior to commencement of interior work in the said Unit and shall ensure all the interior work has been done as per the drawings submitted to the consultant. The Allottee will be allowed to commence work only after receiving the commencement certificate from the said consultant so appointed, failing which Allottee will be liable for any mishap arising due to the non-compliance.
- 28.5. The work of interior adaptation undertaken by the Allottee shall not obstruct or affect the construction of the Company or the interior work being done by any other allottee of the Project or cause any nuisance of any kind, which may be objectionable to the Company, or any other allottee(s) of the Project. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Company, the Company shall have the right to cancel the permission forthwith and the Agreement shall also be determined.
- 28.6. The Allottee 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 and the Company shall not be responsible or liable in case of pilferage or misplacement of such materials or equipment. Further, the Company shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee 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 itself/himself/themselves. The Allottee shall indemnify and keep the Company harmless against all such claims or liabilities.
- 28.7. The Allottee shall comply with all directions/ requirements as stipulated by the Company/ Maintenance Agency or its/their authorized staff while carrying out the interiors in the said Unit.
- 28.8. The Allottee shall not damage or cause any harm to the structures in the said Unit or any part of the Project in the process of doing the interiors and in case of any such damage the Allottee would be liable to compensate the Company and/or the Maintenance Agency.
- 28.9. In case the Allottee proceeds to sub-divide the said Unit agreed to be allotted to it or incase the Allottee 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 lets out/ transfers/ parts with possession of the said Unit in contravention of the terms contained in this Agreement, or commits any other violation of this Agreement, in that event the Company shall be entitled to terminate this Agreement and resume the site agreed to be allotted to the Allottee and to recover vacant possession from the Allottee or any person indicated by him. The Allottee 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 the Company is constrained to cancel the allotment, resume the site and to recover entire costs and expenses incurred would be borne by the Allottee.
- 28.10. The Allottee shall provide to the Company 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 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 Project.
- 28.11. The Allottee shall be permitted to carry out at his/her/its own cost but without damaging the main structure of the Unit/ block as well as false ceiling/ sprinkler system/ smoke detectors, if any 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 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 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 responsibility of the Allottee.
- 28.12. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Company.
- 29. COMPLIANCE OF ALL APPLICABLE LAWS AND NOTIFICATIONS:**
- 29.1. The Allottee confirms entering into this Agreement with the full knowledge of all Laws, rules, regulations, orders, notifications in general and the Project in particular and hereby undertakes to

comply with and carry out, from time to time, after assuming possession of the Unit all requirements, requisitions, demands and repairs which are required by any development authority/municipal authority/government or any other statutory/competent authority in respect of the Unit/ Towers/ Project and keep the Company indemnified, secured and harmless against all risks, costs, consequence and all damages arising on account of non-compliance with such requirements, requisitions, demands and repairs.

29.2. The Allottee hereby acknowledge and understand that, if the Company for the purpose of this Agreement or in relation to the Project to be required, from time to time, to submitted before any authority (*statutory or otherwise*) consent/NOC/Approval, etc. from the Allottee, then in that eventuality the Allottee agrees and undertake to execute and provide to the Company without any delay/demur all such documents e.g. NOC, consent forms, approvals, etc. The prior consent provided by the Allottee is attached herewith as **Annexure – V**.

29.3. Notwithstanding anything to the contrary contained in this Agreement, the Allottee hereby unequivocally and expressly consents and irrevocably authorizes/ permits and nominates and constitutes the Company as his authorized person to sign and execute all documents e.g. NOC, consent forms, approvals, etc. as may be required to be submitted and/or required by the Company with any authority (*statutory or otherwise*) for the purpose of this Agreement and/or the development and construction of the Project and further undertakes to ratify the same, if required and called upon to do so without any delay/ demur/ default. The authorization provided by the Allottee in favour of the Company is attached herewith as **Annexure – VI**.

30. UNITS, OTHER COMMERCIAL PREMISES AND BUILDINGS:

The Allottee shall have no claim, right, title, or interest in any form or manner in the Project Land and or in the open areas within the Project that is earmarked for Units, other units or in any other units that the Company may construct at any time at the sole discretion of the Company or any third party as may be engaged by the Company, and the Allottee agrees and confirms not to raise any dispute/objection in this regard at any time during occupancy of the Unit or thereafter. The Allottee agrees that construction and operation of the such units and other buildings may not be simultaneous to the construction of the Unit/Tower and any delay in their construction or operation shall not be ground for delaying payment(s) of the Total Sale Consideration or in discharging the other obligations herein or be made the basis of any claim against or be any liability of the Company under this Agreement.

31. MORTGAGE, FINANCE AND FIRST CHARGE:

The Company shall have the right and authority to raise finance/ loan from any financial institution/ bank by way of mortgage/charge/securitization of receivables or by any other mode or manner by charge/mortgage of the Unit/ Towers/ Project subject to the condition that the Unit shall be free and clear of all encumbrances, lien and charges at the time of execution of the Conveyance Deed. Subject

to this undertaking, the financial institution/bank shall always have first charge upon the allotted Unit/ Tower/ Project for all their dues.

32. PURCHASE NOT DEPENDENT ON FINANCIAL CONTINGENCY:

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee obligates 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 will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the said Unit.

33. AGREEMENT SUBORDINATE TO MORTGAGE BY THE COMPANY:

The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to any lien or mortgage heretofore or hereafter made/created by the Company and any payment or expense already made or incurred, or which may hereafter be made or incurred pursuant to the terms thereof or incidental thereto, or to protect the security thereof to the fullest extent. Such mortgage(s) or encumbrances shall not constitute any objection to the title of the Unit or be an excuse for the Allottee to desist from completing payment of the Total Sale Consideration or in discharging the other obligations herein or be made the basis of any claim against or be any liability of the Company.

34. ASSOCIATION OF OWNERS OF UNITS:

The Allottee undertakes to join and become a member of any association/ society of owners of unit in the Project as may be formed by the Company on behalf of all such owners and to pay any fees, subscription charges thereof and to complete such documentation and procedural formalities as may be deemed necessary for such purpose by the Company.

35. ASSIGNMENT AND TRANSFER OF RIGHTS:

- 35.1. The Company at its sole discretion may allow request of the Allottee for assignment/ transfer of this Agreement on a case-to-case basis subject always to receipt of at least 30% of Total Sale Consideration, rectification of breaches, if any, of the terms and conditions of this Agreement, payment of any outstanding dues and/or administrative charges, as may be determined by the Company from time to time for fulfillment of such request, as well as execution of appropriate collateral documentation by the Allottee and the proposed assignee(s)/ transferee(s) in the standard formats of the Company and to its satisfaction. In the event the Allottee has obtained finance/ loan against the Unit from any financial institution/ bank, then a No Objection Certificate/ letter by such financial institution/bank shall be submitted to the Company, permitting/ consenting to the requested assignment/ transfer by the Allottee.
- 35.2. That the Allottee shall only be entitled to nominate, assign, transfer or lease or part with the possession of the Unit with the prior written consent of the Company, which consent will not be unreasonably withheld as long as the such nomination etc. is in consonance with the terms of Agreement and willingness of the proposed nominee etc. to execute documents of such nomination

etc., Maintenance Agreement, Indemnity Bond, Affidavits etc. as prescribed by the Company. The Allottee shall only be entitled to transfer his/her/it's right, title and interest in the Unit with the prior written consent of the Company.

- 35.3. In the event that any request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to applicable laws, rules, regulations and directions of the Government Authority and/or statutory authority. The Allottee hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Company upon request of the Allottee.
- 35.4. Under no circumstance shall permission for assignment/ transfer of rights under this Agreement be granted on any request made by the Allottee once the payment relating to possession of the Unit have been made in full. However, pursuant to such possession and fulfillment of the terms and conditions of this Agreement, the Allottee shall have the right to transfer/ assign the Unit or deal with such Unit in any manner as the Allottee may decide provided that such transfer is consistent with the intent, purpose, meaning and terms of this Agreement.
- 35.5. In the event of the transfer/assignment of the Allottee's rights under this Agreement in favor of any transferee/assignee, such transferee/assignee shall in turn be bound by the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect by the Allottee as if the same had been ab-initio executed by such transferee/ assignee. Any claim or dispute between the Allottee and such transferee/assignee as a result of Changes as mentioned herein will be settled inter se between them and the Company shall not be a party to the same under any circumstance. The Allottee further agrees to be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer/assignment of the Unit/Agreement. In the event there are any Government Orders, or any statutory notifications which restrict the transfer/assignment of the Unit/ Agreement, the Company as well as the Allottee shall be bound to comply with such statutory notification or Government Orders as the case may be.
- 36. PROVISIONS OF AGREEMENT APPLICABLE ON OCCUPIER(S)/ SUBSEQUENT OWNER(S) OF THE UNIT:**
All provisions contained herein and obligations arising hereunder in respect of the Unit/ Tower/ Project shall be equally applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Unit, as the said obligations are an integral part of the Unit's allotment and go along at all times with the Unit for all intent and purpose.
- 37. FURTHER ASSURANCES:**
The Allottee and each of such persons to whom the Unit or part thereof may be let, transferred, assigned, or given possession, shall execute all such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to give effect to the terms, conditions and provisions of this Agreement

or in respect of any transaction contemplated herein or to confirm any right to be created or transferred hereunder or pursuant to any such transaction.

38. ENTIRE AGREEMENT:

This Agreement along with its recitals, annexures and the terms and conditions contained herein constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all other understandings, any other agreements, correspondences, and arrangements whether written or oral, if any, between the Parties. The date of execution of this Buyer's agreement shall be deemed to be the date on which the Company shall sign the Buyer's Agreement. The terms and conditions of the Allotment Letter shall continue to prevail and be binding on the Allottee save and except in cases where the terms and conditions of the said Allotment Letter are at variance with terms and conditions of this Agreement in which cases the terms and conditions of this Agreement shall prevail and shall supersede such terms and conditions of the Allotment Letter. This Agreement or any provision hereof cannot be orally changed, terminated or waived and any change or additional provision must be set forth in writing in a separate agreement duly signed by and between the Parties hereto.

39. RIGHT TO AMEND TERMS AND CONDITIONS:

The Allottee agrees and understands that terms and conditions of the Agreement may be modified/ amended by the Company in accordance with any directions/ order of any court of law, Governmental Authority, in compliance with applicable law and such amendments shall be binding on the Allottee.

40. AGREEMENT SPECIFIC ONLY TO THE UNIT:

It is agreed that the provisions of this Agreement, the Maintenance Agreement and those contained in other annexures are specific and applicable to units offered for sale in 'Tristaar' and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings pertaining to any other project of the Company and/or their associates/subsidiaries, partnership firms in which Company is a partner or may be interested in or may have any business interests therein or otherwise.

41. EVENTS OF DEFAULT AND CONSEQUENCES:

Any/all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement, whether singly or in conjunction with other term(s), shall be deemed to be events of default liable for consequences stipulated herein. Such events of default shall include but not be limited to the various defaults illustratively mentioned hereunder (each being an Event of Default within the meaning of this clause and referred to as "Event of Default"):

- i. Failure to make any or all payment(s) within the stipulated timeframe as mentioned in the Payment Plan and failure to pay stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest-free maintenance security/sinking fund as demanded by the Company, any other charges, taxes, and the like, as may be notified

by the Company to the Allottee under the terms of this Agreement, and all other defaults of similar nature;

- ii. Failure to perform and observe any or all the Allottee's obligations as set forth in this Agreement or if the Allottee fails to execute any deed, document, undertakings, indemnities, or to perform any other obligations as may be set forth in any other agreement subsequent to this Agreement that the Allottee may have with the Company in relation to the Unit;
- iii. Failure to duly execute and deliver, to the Company, all copies of this Agreement within the time stipulated in this Agreement;
- iv. Failure to execute the Maintenance Agreement and/or to pay on or before the due date the Maintenance Charges, maintenance security deposits, as may be demanded by the Company, the Maintenance Agency its nominees, other body or an association of owners of units, as the case may be;
- v. Failure, pursuant to a request by the Company, to become a member of the association of owners of units of the Project and to pay subscription charges and membership fees as may be required by the Company or such association of unit owners, as the case may be;
- vi. Assignment of this Agreement or any right or interest of the Allottee in this Agreement without the prior written consent of the Company;
- vii. Dishonor of any cheques/demand drafts and the like given by the Allottee for any reason whatsoever;
- viii. Non-payment of stamp duty and other applicable charges towards registration of the Conveyance Deed within the stipulated period;
- ix. Any act of omission and commission which in the opinion of the Company amounts to an Event of Default in terms of this Agreement and the Allottee hereby agrees and confirms that the decision of the Company in this respect shall be final and binding upon the Allottee; or
- x. The Company shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above or otherwise in case, and in the opinion of the Company, (a) the allotment of the Unit has been obtained through misrepresentation, concealment or suppression of any material fact, or (b) the Allottee has violated or violates any direction, rule and regulation framed by the Company or the Maintenance Agency or any statutory body or competent authority, including the DTCP, or (c) Allottee has committed any Event of Default whether or not specifically enlisted above. Decision of the Company in the regard shall be fixed and binding on the Allottee.

The conditions contained in this clause shall also apply to the conveyance of the Unit and shall run with the Unit within the meaning of Section 31 of the TP Act.

42. GENERAL CLAUSES:

- 42.1. Wherever this Agreement stipulates that the Allottee has to make any payment along with the other allottees in their respective Tower and/or the Project, the same shall be in such proportion as Super

Area bears to the total super area of all the units in the respective Tower and/or the Project, as the context may require.

- 42.2. In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee in respect of the Unit, the Company shall in no way whatsoever be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Total Sale Consideration agreed to be payable towards the Unit to the Company. Further, no such person shall in any way be construed as an agent of the Company and the Company shall in no way be responsible or liable for any act of omission or commission on the part of the Allottee or such person or for any representation, undertaking, assurance or promise made by such person to the Allottee or to any other person at any time.
- 42.3. The Allottee agrees that the Company shall have the right to transfer/ assign the ownership rights in the Project or its rights under the Development Agreement, as the case may be, in whole or in part to any entity by way of sale/merger/amalgamation or otherwise as may be decided at the discretion of the Company without any intimation, written or otherwise or any information or notice to the Allottee and the Allottee shall not raise any objection or dispute at any time in this regard.
- 42.4. In the event, the Allottee desires to surrender the Unit, for any reason whatsoever at any point of time, then the Company, at its sole discretion, may cancel/terminate this Agreement and after forfeiting the Earnest Money including Non Refundable Amounts, may refund the remaining amount to the Allottee without interest from the sale proceeds of the further sale of the Unit.
- 42.5. Until a Conveyance Deed is executed and registered, the Company shall continue to be the owner of the said Unit and also the construction thereon and any allotment shall not give the Allottee any rights or title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the Allottee to the Company. It is further clarified that the Company is not constructing any Unit as the contractor of the Allottee, but on the other hand the Company is constructing the Project as its own and the sale will be effective after the actual construction/finishing of the said Unit and after the execution of the Conveyance Deed.

43. ABANDONMENT OF THE PROJECT:

The Company has the absolute discretion to put in abeyance/abandon the Project or unable to deliver the said Unit if:

- i. promulgation or amendment of any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts the Company/ Associate Companies from complying with the terms and conditions as contained in this Agreement;
- ii. any competent authority refuses, delays, withholds or otherwise denies necessary approvals for the Project or any part thereof for any reason whatsoever including but not limited to delay in issuance of Occupation and/or Completion Certificate;

- iii. any matter relating to the Project becomes the subject matter of any suit/writ or any other legal proceedings before any competent Court;
- iv. due to Force Majeure conditions; or
- v. any other circumstance beyond the control of the Company, then the Company may cancel the allotment of the said Unit and refund the amounts as mentioned in Clause 16.10 above.

44. WAIVER NOT A LIMITATION TO ENFORCE:

The failure on the part of the Company, to enforce at any time or for any time or for any period of time, any of the provisions, singly or collectively, hereof shall not be construed to be waiver of any provision(s) or of the right(s) thereafter to enforce each and every provision.

45. SEVERABILITY:

If any provision or part thereof of this Agreement is determined to be void or unenforceable under applicable law, such provision or such part thereof shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining unaffected part of such provision and all other provisions of the Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottee(s) in the Project, the same shall be the proportion which the Super Area of the said Unit bears to the total super area of all the units in the said Project/ Building as the Company may decide.

47. FORCE MAJEURE:

The Company shall not be held responsible or liable for not performing any obligation/ undertaking provided under this Agreement if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company or due to Force Majeure conditions which shall means and includes any event which by itself or in combination with other events or circumstances could not (i) by exercise of reasonable diligence, or (ii) despite adoption of reasonable precautions, have been prevented or caused to have been prevented, and which impairs or otherwise adversely affects the Company's ability and capacity to perform its obligations and which events and circumstances shall include but not be limited to, a) acts of God, such as fire (including fire resulting from explosion), lightning, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake (including earthquake shock and fire), epidemics and other natural disasters; b) mischief, explosions (including fire resulting from explosion), aircraft impact damage, terrorism; c) strikes or lock outs, industrial disputes; d) non-availability of cement, steel or other construction material due to strikes or lock outs at manufacturers, suppliers, transporters or other intermediaries or otherwise; e) war and hostilities of war (whether war be declared or not), riots or civil commotion; (f) delay/refused pertaining to according of sanctions for the Project by statutory authority; and g) any

event or circumstance similar or analogous to the foregoing. In the event of a Force Majeure circumstances, the Company shall be entitled to reasonable extension of time for performance of its obligations or to put in abeyance or otherwise entirely abandon the Project.

48. INDEMNIFICATION:

The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Company and its agents and representatives indemnified and harmless against any loss or damage that the Company may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

49. BROKERAGE:

The Allottee shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the said Unit. The Company shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Allottee have the right to deduct such charges from the Total Sale Consideration and other charges payable to the Company for the said Unit. Further, the Allottee shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

50. BINDING NATURE:

- 50.1. The Recitals of this Agreement and representations therein along with the annexures of this Agreement shall form an integral part of this Agreement and shall be read as necessary terms and conditions of this Agreement.
- 50.2. Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company until firstly, the Allottee signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the Payment Plan and secondly, the copy of this Agreement is executed by the Company through their authorized signatories and is delivered to the Allottee.
- 50.3. The Company reserves its right to reject and refuse to execute this Agreement if the Allottee has made any changes, corrections, cancellations, alterations, modifications in the Agreement unless such changes have the prior written concurrence and consent of the Company.
- 50.4. India is a developing country, however, purchase of property is subject to market risk. Nobody can guarantee that properties market will always remain on rise. It can fall or rise anytime. The Company has explained about the market risk to the Allottee. In case of any loss to the Allottee due to fall in prices of Real Estate and other unforeseen risks/ liabilities, the Company shall not be responsible for the losses to the Allottee.

51. NOTICES:

- 51.1. All notices to be served upon the Parties as contemplated by this Agreement shall be deemed to have been duly served if sent/dispatched by registered post or speed post or courier or hand delivery or E-mail or any electronic form at their respective addresses specified below:

If to the Allottee:

If to the Company:

M/s Spaze Towers Pvt. Ltd.

Spazedge, Sector 47,
Gurugram, Haryana

- 51.2. The Allottee shall keep the Company advised about its latest mailing address, both postal and e-mail, failing which all demands/ notices/ communications shall be deemed to have been delivered and served upon the Allottee at the address last recorded by the Company. The Allottee shall remain liable for any default in payment and/or other consequences that might accrue due to any change in postal address. It shall be the duty of the Allottee to inform the Company of any subsequent change in the above address by registered post with A.D. failing which all communications and letters posted at the above address shall be deemed to be received by the Allottee.

52. JOINT ALLOTTEES:

In case of Joint Allottee, all communications shall be sent by the Company to the Allottee whose name appears first in this Agreement and at the address given by such Allottee which shall for all purposes be considered and deemed to be served upon each of all the Joint Allottees. No separate notice/communication shall be sent to any of the other Joint Allottees.

53. RIGHT TO TRANSFER OWNERSHIP:

The Company reserves the right to transfer ownership of the said Building/ Project 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 Company in its sole discretion and the Allottee agrees that he/ she/ it shall not raise any objection in this regard.

54. PLACE OF EXECUTION:

The execution of this Agreement shall be completed by the Company through its authorized signatory at the Company's corporate office at Gurugram, Haryana after the Buyer's Agreement, duly signed by the Allottee, are received by the Company and thereafter, this Agreement shall be deemed by the Parties hereto to have been executed at Gurugram, Haryana.

55. GOVERNING LAW AND JURISDICTION:

- 55.1. The applicable laws shall be the laws of India.
- 55.2. The District Courts at Gurugram, Haryana and/or Punjab and Haryana High Court at Chandigarh to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Agreement.

56. THE HARYANA APARTMENT OWNERSHIP ACT, 1983 (APARTMENT ACT)

- 56.1. The provisions of Apartment Act 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 hereto, and after execution of the Conveyance Deed, the Allottee shall be entitled to ownership and possession of the Unit purchased by him in accordance with the contents of declaration to be filed in compliance with Apartment Act as amended upto-date and rules framed there under.
- 56.2. The Allottee 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 Company to do so. In case the Allottee fails to do so even in that event all decisions of the Company/Maintenance Agency shall be binding on the Allottee/occupant inducted by the Allottee with full force and effect.
- 56.3. The Allottee, tenants, employees and occupants who may use the said Unit in any manner shall be bound by the Declaration and byelaws of association of allottees adopted pursuant to the provisions of the Apartment Act. All agreements, decisions and determinations of association of allottees shall be binding on the Allottee as well as any occupant using the said Unit.
- 56.4. The 'Deed of Apartment' for the Unit shall be executed only after the Conveyance Deed for the Unit has been registered and the Declaration as per the provisions of the Apartment Act has been filed. Execution of the Deed of Apartment by the Allottee shall be a pre-condition for becoming a member of the association of allottees.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND

SUBSCRIBED THEIR RESPECTIVE HANDS AT THE PLACES AND ON THE DAY, MONTH AND YEAR MENTIONED UNDER THEIR RESPECTIVE SIGNATURES:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature : _____

Name : _____

Address : _____

Please affix
photographs and
sign across the
photographs

(2) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

(3) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

(4) Signature: _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

The Company:

Signature(Authorised Signatory) _____

Name: _____

Address: _____

Please affix
photographs and
sign across the
photographs

WITNESSES:

1. Signature _____ Name _____ Address _____

2. Signature _____ Name _____ Address _____

ANNEXURE – I

SUPER AREA

The Allottee is aware that the Company is in the process of developing the Project on the Project Land, and in pursuance thereof it is understood and agreed by the Allottee that the location, size, and dimension of the Unit including Super Area/ Carpet Area mentioned is tentative and subject to change and may, at the sole discretion of the Company, be modified and revised or changed from time to time during the course of its completion and grant of Occupation Certificate. Upon receipt of Occupation Certificate, the final Super Area shall be calculated and communicated to the Allottee, which shall be final and binding upon the Allottee. It is further clarified that the Super Area of the Unit is a non-specific term mentioned herein only for the purpose of computing the Total Sale Consideration for the Unit.

“Super area” shall mean and includes the built-up area of the Unit including area under periphery walls, Glazing, Curtain Wall & such other façade element, railing, area under the columns and walls, balconies etc. and half the area of the walls that are common with other units and full area in case of other walls, which form integral part of the Unit/space, plus the proportionate share in the Common Areas and Facilities as specified below.

“Common Areas and Facilities” shall mean all such parts/areas which the Allottee shall use on a shared non-exclusive basis with other occupants of the Project including corridors and passages, lifts lobby/ies, atrium, stilts, refuge areas, common toilets, staircases, escalators, munties, circulation area, AHU rooms, security/fire control room(s), lift machine rooms, lift shafts, all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts, garbage chutes on all floors and rooms, service floor(s), overhead tanks, common terraces, guard houses, and water tanks, diesel and/ or Gas Storage tanks, entire service area in the basement including but not limited to electric substation, transformers, D.G. set rooms, electrical room, chiller room, storage & locker rooms and such other spaces for service personnel, ventilation & fan rooms, underground water, surface drains & sumps, other storage tanks, pump rooms, maintenance and service rooms, lift shaft, and any other space used for services shall be counted towards Common Areas. Installation of common amenities such as power, light, gas, water, heating, refrigeration, air conditioning, sewerage, effluent treatment, elevators, tanks, pumps, ducts and such other common amenities as may be provided anywhere in the Project, from time to time will also form a part of Common Areas and Facilities.

The Common Areas and Facilities as provided herein shall remain undivided and no owner or occupier of any unit or any person shall be entitled to seek a partition or division of any part thereof.

Notwithstanding the fact that a portion of the Common Areas and Facilities has been included for the purpose of calculating the Super Area of the Unit, 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 on the Common Areas and Facilities in the computation does not create any interest therein in favour of the Allottee.

- 1) All payments to be made by account payee Cheque/ Demand draft/ Pay order only in favour of **“Spaze Towers Pvt. Ltd. A/c Tristaar”** payable at New Delhi NCR.
- 2) Stamp duty, Registration Fee, Sinking Fund, Electricity Connection Charges, Miscellaneous Charges, Legal and Documentation Charges etc. will be borne by the Allottee.
- 3) Any of the above installments/payments may become due prior to the other as per the stage(s) detailed above, irrespective of its order/sequence given in the aforesaid payment plan.

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.

ANNEXURE – III

TENTATIVE SPECIFICATIONS – RETAIL/SHOPS/OTHER COMMERCIAL SPACE

External development works will consist of -

Landscaping comprising variable shapes, sizes, variety of plants, trees, shrubs and herbs with green mounds etc. Horticulture arrangements along the periphery of the plot to meet the requirement of landscaped works. Roads and pathways arrangement, for smooth movement of vehicular and pedestrian traffic within the Building/ plot zone. Roads may be of concrete or tar work; pathways will have paved tiles of approved design and be of reputed make. All the roads and parking lots to be painted with illuminating hi gloss paints. Building lighting system to illuminate roads, pathway, gardens and building

Security arrangement consisting of automated boom barrier, guard huts, etc.

All elevation work will be combination of dry/ wet cladding of granite stone of approved color supported with anchoring arrangements with all supporting or incidental arrangements to required shape and sizes as per detail.

Aluminum Composite Panel 3mm or 4mm of reputed make viz. Alucobond, Renobond fixed with all necessary incidentals with approved shape and sizes

Structure or curtain or spider glazing (glass will be of Glaverbel/ Pilkington/ Saint Gobain, Modi Guard, or eqv.) works fixed with suitably designed powder coated or anodized aluminum extruded sections.

Frame less glazing wherever as proposed comprising of toughened glass of reputed make and suitable designed patch fittings of Dorma, Saint Gobain or eqv.

Exterior quality texture paints of reputed make as required viz Asian, Nerolac, Berger etc.

MS or Aluminum Louvers required to close the services shafts aesthetically.

MS Powder coated or Stain less steel railing as required.

INTERNAL PLASTERING with cement mortar to all surfaces of walls at every level, except in case of basement where it will be dry distemper in all surfaces.

FLOORING & TILING of all common areas viz corridors, passages, entrances, lobbies, will be of granite slab/ granite tile/ vitrified tiles of reputed make, toilet will be of aesthetically designed pattern of granite tiles/ vitrified tiles cladding and flooring. Stairs with good quality marble/stone, Usable terraces with ceramic tiles floor and other terraces to be of brick bat coba floor.

PAINT WORK all common areas viz corridors, passages, entrances, lobbies, to be painted with plastic emulsion paint of reputed make of approved color or with special type paints in corridors, atriums as per the design and drawing, basements wall and ceiling with dry distemper, all stairs with oil bound distemper, service door to be painted with fire rated paint from inside, external façade be painted with texture paints of approved color of reputed make.

JOINERY WORK & HARDWARE all shop fronts will be of frame less glass with requisite patch fitting of reputed make like Dorma, Saint Gobain, etc., service door shutters will be of fire rated doors of 2hr rating and frame will be of hardwood painted with fire rated paints, external shops to have reputed make rolling shutters to all openings.

POP PUNNING & FALSE CEILING all common areas to be have false ceiling of gypsum board, calcium silicate board, POP GI system or with MDF board as per design, all painted surfaces of the common areas will consist of pop punning, fascia of atrium or corridors to have SS or stone work as per design.

MS & RAILING WORK all basement stairs, ramps, projection to have well designed MS railing, whereas stairs above plinth to have stain less steel railing. Common areas of the building viz. atrium, corridors, passages to have Stain less steel railing in combination with hard wood hand rail and toughened glass of suitable size External railings will be all either be of stain less steel or powder coated MS works.

FIRE FIGHTING WORKS, PLUMBING WORKS, SEWAGE TREATMENT PLANT, TUBE WELL WORKS

Consisting of variable dia MS & GI pipes of TATA steel or JINDAL Hissar make with anti-corrosive treatment form Pypkote or Catek, Cast Iron pipes of NECO spun type or RIF or AI ISI branded makes, PVC pipes with Finolex, Polypack, Supreme make of 10kg capacity, Fire pumps of Kirloskar, M&P, Max Flow, Sprinklers of Tyco, Grinnet, Central, Virking, supports with Hilti, Fisher dash fasteners, fire hydrants of portable type, Fire extinguisher ISI branded only, electrical panels from Tircoilte, Sudhir, ABB, Jackson, etc., all to be incorporated in a state of the art designed fire control system. Plumbing fixtures will be of reputed brands like Hindware, Parryware, Grohe, Jaguar, etc.

Please Note: The Architect & Company Reserve the right to change the specifications for design, aesthetics and other requirements.

ANNEXURE – IV

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:

- 1) 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 in common with other Showroom(s) / Office Space (s) / Restaurant (s) / Other Space (s) Owners in the Building.
- 2) Cost of maintenance and repairs of lifts including replacement of parts and labour etc.
- 3) Cost of lighting passages, corridors, basement and other common spaces in the Building.
- 4) Cost of water used for gardens, common toilets and for other common services.
- 5) Painting and polishing of the exterior of the Building and all common passages and corridors etc.
- 6) Insurance of the Building against earthquake, fire and civil commotion.
- 7) Repair and maintenance of underground water reservoir, overhead tanks, water lines etc., and to ensure continuous supply of clean water.
- 8) Maintenance and repair of all common soil, water pipes, sewer lines, holes etc.
- 9) Insurance of passengers traveling in lift against all type of accidents.
- 10) Watch and ward staff of the Building.
- 11) Maintenance of regular staff like Manager, Accountant, Lift Operators, Chowkidars, Housekeepers etc. to render the aforesaid services.
- 12) Replacement of capital goods/ fixed assets like lifts, pumps, electric cables, generators etc.
- 13) Maintenance and repair of the firefighting 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.
- 14) Maintenance and repairs of electric substation, meter box, electric standby generator.
- 15) Such other expenses as deemed by the Company or Service Agents as necessary or incidental for the maintenance and upkeep of the Building.
- 16) Providing Electricity back-up through DG set at applicable rates.
- 17) The Allottee shall take comprehensive insurance policy for insuring interiors & the articles stored in said Unit.
- 18) The Company will not provide any service/rectification for elevators/any other equipment installed inside the Premise of Allottee.
- 19) The Allottee will store the garbage in specific garbage room and timely disposal of garbage will be responsibility of Allottee.
- 20) The Allottee shall procure public liability insurance for its/their Unit.
- 21) The Company will charge extra for any promotional display by Allottee outside its/their Unit.
- 22) Use of gas cylinder not permitted within commercial premises.

ANNEXURE – V

To,

M/s Spaze Towers Private Limited,

A-307, Ansal Chambers -I, 3,

Bikaji Cama Place, New Delhi-110066

Subject: Grant of consent in respect of revision in sanctioned/approved plans/permissions/approvals, etc.

Ref: Buyer's agreement dated _____, executed with you in respect of Unit No. _____ situated at _____

Dear Sir,

In continuation of the Clause 29.2 of the Buyer's Agreement, for unit bearing no. _____, I/we do hereby state as under:

That, I/we hereby acknowledge and admit the inspection and due diligence, to my/our complete satisfaction, of all the approved plans, permissions, sanctions, approvals, etc., including approved/sanctioned by the Office of Directorate of Country & Town Planning, related to the construction and development of the commercial Project.

I/we, hereby acknowledge and expressly admit that, all such variations, alterations, modifications, etc, in the approved plans may result in the change of area, location of the unit/building, seek extension, etc., to which I/we hereby grant my consent and approval.

I/we, without any coercion and undue influence, do hereby authorise the Company to carry out all the alterations/modification/revisions, etc., which the Company, may in its discretion carry out in the said Building Plans, layout, etc. of the Project including seek extension of time for occupation/completion of the Project, during the construction and development of the Project and further hereby willingly and unequivocally consent, approve and do hereby ratify all such acts, actions and deeds of the Company.

Further, I/we do hereby certify that I/we have NO OBJECTION if upon such alterations/ modification/ revisions, etc., the Company prepares and submits to the competent authority (*statutory or otherwise*) the revised building plans, layouts, etc. in relation to the Project for approval/ sanction, and/or to seek renewal of License, extension of completion period, etc. in relation to the Project in which the unit is situated, after the date of execution of the above said Buyer's Agreement dated _____

I/we, hereby acknowledge and expressly admit that, such variations, alterations, modifications, etc., in the approved plans may result in the change of area, location of the unit/building, etc., to which I/we hereby grant my consent and approval.

SIGNED, SEALED AND DELIVERED

(Allottee)

ANNEXURE – VI

**AUTHORISATION IN FAVOUR OF M/S SPAZE TOWERS PRIVATE LIMITED
TO WHOMSOEVER IT MAY CONCERN**

I/we _____, have agreed to purchase unit no. _____, from M/s Spaze Towers Private limited, a company incorporated under the provisions of the Companies Act 1956, and having its registered office at A-307, Ansal Chambers -I, 3, Bikaji Cama Place, New Delhi-110066 and corporate office at 'Spazedge', Sector 47, Gurugram-Sohna Road, Gurugram, Haryana (the "**Company**"), vide agreement dated _____, on the terms and conditions recorded therein.

That, in terms of the said agreement dated _____, I/we understand that Company for the construction and development of the _____ (the "**Project**") may be required to obtain authorization(s), NOC(s), consent(s), approval(s), prior permission(s), etc., from me/us for submission to various competent authorities, inter alia for obtaining/keeping renewed revised plans, authorizations, approvals, permissions, sanctions, licenses, NOC, etc., as applicable to the construction and development of the Project, from time to time.

I/we acknowledge that to protect the interest of all the allottees/ owners of the Project and the legal necessity of obtaining and keeping valid the said revised plans, permissions, licenses, NOC, etc., is required for the timely completion of the Project.

To facilitate the timely construction and development of the Project, I/we hereby certify that I/we have granted/ given our consent to and authorise M/s Spaze Towers Private Limited including its authorised representative(s) to act for and on my/our behalf to prepare *(in Company's format or in any other prescribed format of the competent authority, etc. requiring such consent/approval from me/us)*, sign/execute and admit execution of all or any of such documents i.e. application(s), consent(s) form(s), NOC(s), approval form(s), etc., as may be required, to be submitted/filed/provided to the competent authority and/or municipal corporation and/or Development and/or regulatory authority and/or regulator *(statutory or otherwise)* and/or civic bodies and/or any other authority to be obtain/renew/seek time extension for development and construction of the Project including Offer of Possession.

That the Authorised representatives of the Company shall at all times in terms hereof be deemed to be acting for and on my/our behalf.

SIGNED, SEALED AND DELIVERED

(Allottee)

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 favour _____

NOMINEE(S)

The above nomination is hereby confirmed.

For **Spaze Towers 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 favour _____

NOMINEE(S)

The above nomination is hereby confirmed.

For **Spaze Towers Pvt. Ltd.**

(Authorised Signatory)

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For **Spaze Towers Pvt. Ltd.**

(Authorised Signatory)

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(Authorised Signatory)

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(Authorised Signatory)