

Bond



Indian-Non Judicial Stamp
Haryana Government



Date : 20/07/2016

Certificate No. G0T2016G1766



Stamp Duty Paid : ₹ 100

(Rs. Hundred Only)

GRN No. 19854081



Penalty : ₹ 0

(Rs. Zero Only)

Seller Detail

Name: Jubilant Malls PvtLtd

H.No.: Na

Floor: Na

Street : Na

City : Jasola

District : New delhi

State : Delhi

E-mail: SAMBIT@ILD.CO.IN

Phone: 9310966686



Purpose : AGG

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

This Agreement is made for Plot No. 18, Block No.

B, in Residential Plotted Colony "ILD ENGRACIA" at

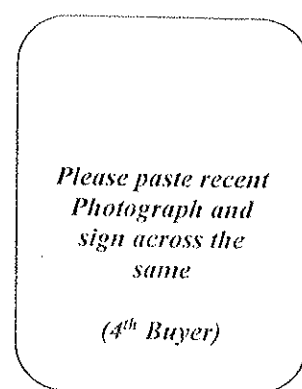
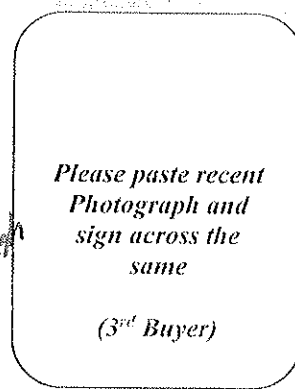
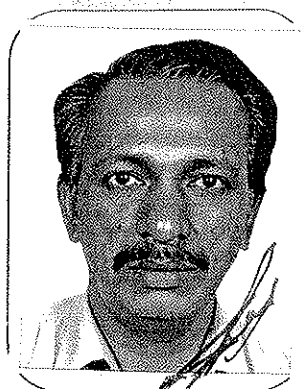
Sector-37 (D), Gurgaon, Haryana.

Nilam Singh

ALLOTTEE (S)

FOR JUBILANT MALLS PVT LTD.

DEVELOPER



PLOT BUYER AGREEMENT

This Plot Buyer Agreement is executed at Gurgaon on this 1st day of August 2016

BETWEEN

M/s Jubiliant Malls Private Limited, a Company duly incorporated and registered under the Companies Act, 1956, having its registered office at G-100, Road No.13A, Abul Fazal Enclave, Kalindi Kunj, Jasola, New Delhi-110025 and corporate office at ILD Trade Centre, 9th Floor, Sohna Road, Sector-47, Gurgaon, Haryana acting through its Authorized Signatories Mr..... and Mr..... duly authorized vide Board's resolution dated to sign and execute this Agreement on its behalf (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context thereof, shall be deemed to mean include its assigns, nominees and successors in interest) of the **FIRST PART**;

AND

(FOR INDIVIDUALS)

1. Mr./Ms. Shatrughan Prasad Singh.....
Son/Daughter/Wife of Mr./Ms. Surendra Prasad Singh
Resident of: H.No. 938 Sector-9A, Gurgaon - 122001.....
2. Mr./Ms. Nilam Singh
Son/Daughter/Wife of Mr./Ms. Shatrughan Prasad Singh.....
Resident of: W/o. Shatrughan Prasad Singh, Kusum Vihar, Road No-4 D, Morabadi, Ranchi, Jharikhand -834001.....
3. Mr./Ms.
Son/Daughter/Wife of Mr./Ms.
Resident of:
4. Mr./Ms.
Son/Daughter/Wife of Mr./Ms.
Resident of:

(hereinafter [singly/jointly] referred to as the "Buyer", which expression shall include his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**;

JUBILANT MALLS PRIVATE LTD
AUTHORISED SIGNATORY

Nilam Singh
Buyer(s)

OR
(FOR PROPRIETORSHIP/ PARTNERSHIP FIRMS)

M/s a proprietorship firm/ partnership firm duly registered under the Indian Partnerships Act having its office at through its Partner / Proprietor Sh./Ms. authorized by all the partners (hereinafter referred to as the "Buyer" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the **SECOND PART**;

OR
(FOR COMPANIES)

M/s a Company incorporated under the Companies Act, 1956, having its registered office at through its duly authorized signatory Sh./Ms. authorized vide Board Resolution dated (hereinafter referred to as the "Buyer" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its executors, administrator successors and permitted assigns) (a copy of Board Resolution along with a certified copy of Memorandum & Article of Association is appended herewith) of the **SECOND PART**;

OR
(FOR HINDU UNDIVIDED FAMILY)

M/s a Hindu Undivided Family, having its residence at through its Karta Mr. (hereinafter referred to as the "Buyer" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its coparceners, heirs, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**;

The expressions, the "Company" and the "Buyer" are hereinafter individually referred to as the "Party" and jointly as the "Parties".

WHEREAS the Company owns and possess a parcel of land admeasuring 3.93 Acres (approx.) comprised in Khasra No.226/2 and 227/2 situated in revenue village of Basai, Sector-37D, Gurgaon, Haryana (hereinafter referred to as the "said Land").

AND WHEREAS the Directorate of Urban Local Bodies, Haryana issued necessary LOI bearing Memo No.CTP/A2/2014/4604 dated 26-08-2014 to develop the said Land into residential Plotted Colony. Thereafter, vide an Order dated 28-08-2014, in exercise of the powers conferred by Sub-Section 3 of Section 276 of the Haryana Municipal Corporation Act 1994, the Government of Haryana has sanctioned the Town Planning Scheme No.14 bearing drawing No. MCG/CTP/2011/19 dated 11.08.2014 over the said Land for the Un-built area within the limits of Municipal Corporation Gurgaon notified vide Notification No.15/114/2012-6C1 dated 12.10.2012. In terms of the LOI dated 26-08-2014, the Company got approval of the demarcation plan bearing drawing No. MCG/CTP/2014/21 dated 09-04-2015 duly informed vide memo no. MCG/TP/DTP/2015/1598 dated 05-05-2015 for the said residential Plotted Colony.

AND WHEREAS in accordance with the said approvals, the Company is in the process of developing a residential Plotted Colony known as "ILD ENGRACIA" more specifically shown in layout plan annexed herewith as Annexure-A (hereinafter referred to as "said Project or Colony") on the said Land in terms of the approvals and plans and after obtaining other permission / approvals for the said purpose.

AND WHEREAS the Buyer has approached the Company vide an application (the "Application") for allotment of a Residential Plot in the Project pursuant to which the Company has vide its Allotment Letter dated 27th April'2016 (the "Allotment Letter"), provisionally allotted a Plot No.18 (Type-B) having an approximate

For JUBILANT MALLS PVT. LTD.

area admeasuring 222.53 Sq.Mt. (266.14 Sq. yd.) (herein after referred to as a "Plot") in the Project more specifically marked in layout Plan annexed herewith in **Annexure-A**.

AND WHEREAS the Buyer has requested from the Company and the Company has allowed the Buyer the inspection of sanctioned layout plan of the Project, approvals, title documents and other documents relating to the title and all details of the Project, Land as well as in respect of the Plot and the Buyer has confirmed that he is fully satisfied in all respects with regard to the right, title and interest of the Company in the Plot, Land and has understood all limitations and obligations of the Company in respect thereof.

AND WHEREAS the Buyer acknowledges that the Company has provided all information & clarifications as required by the Buyer and the Buyer has relied solely on his own judgment in deciding to enter into this Agreement to purchase the Plot. No oral or written representations or statements including any sales brochures, advertisements etc. (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement and that this Agreement shall be self-contained and complete in itself in all respects.

AND WHEREAS the Buyer has seen, inspected and accepted the layout plan of the Project as well as of the Plot, which are tentative as are kept at the Company's office and agrees and acknowledges the right of the Company to effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate or as may be done or required to be done in accordance with the directions of any competent governmental authority. The Buyer hereby consents to all such variations, additions, alterations, deletions and modifications.

AND WHEREAS the Parties agrees and acknowledges that they are entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the Land, Project including but not limited to the terms and conditions of the approvals and Scheme as applicable to the Project, Land and the Plot and that each of the Parties have clearly understood their rights, duties, responsibilities, obligations thereunder, and agree to abide by the same.

AND WHEREAS the Parties relying upon the confirmations, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations as contained in this Agreement and the Company has accepted in good faith the Application and has allotted the Plot, subject to the terms and conditions of this Agreement.

AND WHEREAS the Buyer agrees and acknowledges that the ownership and occupation of the Plot in the Project will be on a freehold rights basis and subject to a number of restrictions, limitations as also obligations as detailed in this Agreement and applicable norms of Municipal Corporation, govt. or any other authority.

AND WHEREAS in pursuance to the aforesaid representations for purchase and on assurance of the continued performance of the various terms and conditions and obligations enumerated in this Agreement, the Company had provisionally allotted the Plot, and the Parties hereby agree to confirm the allotment on the terms and conditions contained hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. ALLOTMENT

- 1.1 That in consideration of the payment made/ to be made by the Buyer to the Company in the manner appearing hereinafter and in consideration of the various assurances of the Buyer as herein contained including relating to payment of balance consideration and other charges, the Company hereby agrees to transfer, convey and assign on freehold rights basis, to the Buyer and the Buyer agrees to purchase the Plot at the price/ consideration & other charges specified in this Agreement and upon the terms and conditions set out hereunder.
- 1.2 The right, title and interest in the Plot shall be transferred in favour of the Buyer by way of a Conveyance Deed upon such terms and conditions as specified under the approvals and applicable law, including the rules and regulations of municipal corporation, govt. or any other authority.

For JUBILANT MALLS PVT. LTD.

AUTHORIZED SIGNATORY
For Jubilant Malls Pvt. Ltd.

Nilam Singh
Buyer(s)

2. THE PLOT

- 2.1 The subject matter of this Agreement is the Plot with the particulars more specifically identified as under:

Plot No.	Type	Area (Approx.)	PLC, If any
18	B	266.14 Sq. yd (or 222.53 Sq. Mtr.)	No

- 2.2 The Parties agree that together with the Plot, the Buyer shall also be granted usage rights in the passages, driveways and all easementary rights of access. It is clarified that at present the size/ area of Plot is estimated on the basis of paper drawings as the same cannot be calculated at this stage pending development and the same shall be re-calculated upon completion and offer of possession and the sale price/ consideration of the Plot shall be re-calculated, charged and paid on the basis of the actual size/ area of the Plot.

- 2.3 The Parties agree that the layout plan of the Project as drawn up by the Company is tentative and is subject to change, if deemed necessary by the Company, or as may be required by the relevant governmental authorities including but not limited to the municipal corporation, govt. or any other authority and the Company shall be entitled to effect such suitable alterations in the layout plan, as may be required. The allotment made to the Buyer shall be provisional till the execution of Conveyance Deed, and the Company shall have the right to effect suitable alteration in the layout, if and when found necessary. Such alterations may include change in the area, dimension and location of the Plot, change in layout plan of the Project, change in identification number of the Plots and increase/ decrease in the area and total number of Plots in the Project. The opinion of Company's Architects on such changes shall be final and binding on the Buyer. Further, in the event of any increase/ decrease in the area of the Plot or the Plot becomes preferentially located or a preferentially located Plot become non-preferentially located as a result of the alteration of the layout plan for the Project, then the revised price and/or preferential location charges shall be payable / adjusted at the original price at which the Plot has been allotted by the Company.

- 2.4 The Buyer agrees that the use of the Plot shall always be for residential purpose only. Any change in the specified use, which is not in accordance with the permitted use or is detrimental to the public interest will be treated as a breach of the terms of allotment, entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Buyer. Thereafter, the Buyer shall not have any right, title or interest in the said Plot allotted to him.

- 2.5 Notwithstanding anything to the contrary mentioned under this Agreement, it is clarified and agreed by the Buyer that he shall have ownership rights of the Plot area only and no other right shall accrue to the Buyer in any part of the Project, shops, community building/club, parks, lawns, roads, gardens etc. and the same shall always remain the property of the Company and be dealt in a manner the Company may deem fit.

3. SALE CONSIDERATION

- 3.1 That the Buyer shall pay to the Company a sum of Rs. 1,14,85,778/- (Rupees One Crore Fourteen Lacs Eighty Five Thousand Seven Hundred Seventy and Eight Only) (the "Consideration") plus any other charges & taxes, if any, towards the Sale Price / Consideration for the purchase of the Plot in the manner appearing herein after:

- 3.2 The Consideration includes payments towards the following:

- @Rs.36900/- per sq. yd. = Rs. 98,20,566/- towards the basic sale price ("BSP");
- @Rs NIL/- per sq. yd. = Rs. NIL/- towards Preferential Location Charges (PLC) for corner Plot;
- @Rs. NIL per sq. yd. = Rs. NIL towards Preferential Location Charges (PLC) for Plot abutting meter of road;
- @Rs NIL per sq. yd. = Rs. NIL towards Preferential Location Charges (PLC) for Green Facing

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Buyer(s)

- e. @Rs.4660/- per sq. yd. = Rs. 12,40,212/- towards External Development Charges (EDC) and Infrastructure Development Charges (IDC);
 - f. @Rs./- per sq. yd. = Rs. towards Electric Sub-Station Charges ("ESC");
 - g. Rs.350000/- towards the Power Back-up Equipment Charges ("PBC");
 - h. @Rs/- per sq. yd. = Rs.towards Interest Free Maintenance Security ("IFMS");
 - i. Rs.75000/- towards membership fee of the Club;
- 3.3 The Consideration is escalation-free, save and except increases which the Buyer hereby agrees to pay, due to increase in area of the Plot, increases in all types of securities to be paid by the Buyer, deposits, charges, infrastructure augmentation charges and increase for bulk supply of electrical energy and all other increases in cost / charges specifically provided for in this Agreement and / or any other charges, taxes, cess which may be levied or imposed by the Government/ statutory authorities from time to time.
- 3.4 It is clarified that the Basic Sale Price (BSP) of the Plot does not include the Labour Cess, Service Tax, WCT, VAT, the electrical substation charges, individual electricity connection/ meter charges, water connection charges, sewerage connection charges, power backup equipment charges, charges for operation of generator sets, provision for fire-fighting equipment, club membership/ usage of club facilities, IFMS, FTTH/ FTTP/ FTTB Infrastructure Charges, IGL/ LPG connection including its infrastructure charges, road damage charges, malba charges and other charges as mentioned under this Agreement or become payable by virtue of change in law (including by way of new enactment) which shall be additionally payable by the Buyer as per Payment Plan or at the time of offer of possession.
- 3.5 The payment of proportionate External Development Charges (EDC), Infrastructural Development Charges (IDC) and Infrastructure Augmentation Charges (IAC) along with any interest thereon shall always be borne and paid by the Buyer which is subject to revision. In case of revision, the same shall be payable by the Buyer on demand by the Company. If such charges are increased (including with retrospective effect), after the sale/conveyance deed has been executed and the same becomes due and payable, the Buyer shall pay the same and such charges, shall be treated as unpaid sale price of the said Plot and the Company shall have the final charge/ lien on the said Plot for recovery of such charges from the Buyer. This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Company and the Buyer.
- 3.6 That EDC, IDC & IAC excludes amounts which may be demanded by the Government on account of enhancement of compensation for acquisition of land for the purposes of providing external services or expenses for arranging electric connection from Haryana State Electricity Board for electrification of the Colony or if the decision is taken by the Government to levy proportionate development charges with regard to State/National Highways, transport, irrigation facilities etc., the same shall be recovered from the Buyer as and when demanded by the government authorities as per rates, terms and conditions so determined by the Government. The amount of the aforesaid charges from the Buyer as apportioned by the Company shall be final and binding on the Buyer.
- 3.7 That in addition to the above payments, the Buyer shall also be liable to pay Maintenance Charges and other charges detailed in this Agreement, all of which are distinct and separate from the Consideration amount and other amounts recorded in this Agreement.
- 3.8 The Parties agree that all taxes and statutory levies whether payable presently or in future in relation to Plot, Land and the Project shall be paid by the Buyer on Consideration or part thereof or on pro-rata basis, as the case may be, or as may be prescribed under law. It is clarified that all taxes, service tax, charge, cess, duty, levy including WCT, VAT, education cess, labour cess, surcharge etc. on the Plot, Land, Project, development, construction, project cost, work contracts, booking, sale, allotment, Agreement, Conveyance Deed etc., which may be imposed by the government body or other statutory authorities, shall be payable by the Buyer on Consideration or part thereof or on pro-rata basis, as the case may be, or as may be prescribed under law over and above the Consideration of the Plot. Further, if such taxes/ charges/ cost are increased (including with retrospective effect) after the Conveyance Deed of the Plot has been executed then such charges/ cost/ taxes shall be paid by the Buyer immediately on demand.

For the purposes of this Agreement, the "tax", "taxes" or "taxation" shall also include, in addition to the above, all forms of taxes, taxation, charges, duties, levies, cess, fees, value added tax, customs and

excise duties, capital tax, turn over tax, service tax, labour cess, external development charges, internal development charges, infrastructure development charges, infrastructure augmentation charges and other transaction taxes, lease rent, premium, stamp duty, registration charges, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in whatever name called in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any jurisdiction.

3.7 Where any charges, development taxes, levies, property taxes, cess, fees and any other sums are payable to or demanded by the applicable municipal or development authorities, or any authority or governmental agency in respect of the Plot, Project, and the Land, the same shall be borne by the Buyer in proportion to the area of the Plot or on the basis of consideration as the case may be, (as determined by the Company) and shall be payable immediately on demand, including if the same is demanded before/after the title in respect of the Plot is transferred by Company in favour of the Buyer.

3.8 In addition to the above, if any taxes or charges including but not limited to water connection charges, sewerage connection charges etc. are payable to or demanded by municipal corporation, or any other authority or any other local authority or governmental agency, in respect of the Plot, Land, Project and /or the development, construction and/or sale of the Plot in favour of the Buyer, the same shall be borne and payable by the Buyer on the basis of consideration or on pro-rata basis in proportion to the area of the Plot as the case may be over and above the Consideration. If such taxes/ charges / cost are increased (including with retrospective effect) after the Conveyance Deed of the Plot has been executed then such charges/cost/taxes shall be paid by the Buyer immediately on demand and treated as unpaid Sale Price of the Plot and the Company shall have the first charge/ lien on the Plot for recovery of such charges/cost from the Buyer.

4. PAYMENT

4.1 The Consideration is to be paid by the Buyer to the Company as per the Payment Plan opted by the Buyer and as set out in accordance with the terms of Schedule of Payment more specifically detailed in Schedule - I (the "Payment Plan" or "Payment Schedule" or "Schedule of Payment"). The Buyer confirms that out of the available options, the Buyer has opted for this Payment Plan on his own after understanding effect of each, Payment Plan and his financial limitations regarding payment of installments.

4.2 The Buyer has already paid a sum of Rs. 20,15,671/- (Rupees Twenty Lac Fifteen Thousand Six Hundred and Seventy One Only) net of service tax and cess, towards booking amount of the Plot prior to execution of this Agreement and further agrees and undertakes to pay the balance Consideration and all other charges as described in this Agreement in the manner and in accordance with the Payment Plan and the timelines indicated herein.

4.3 It is agreed between the Parties that the Company shall raise a demand in writing upon the Buyer as per the Payment Plan opted by the Buyer on which the particular installment becomes due. It is agreed between the Parties that any such demand for payment shall be sufficiently made by dispatching a notice bearing the address specified by the Buyer under this Agreement, and such demand shall be deemed to have been made upon the expiry of Three (3) days after the posting of such letter. The Buyer is required to make all payments as specified in the demand for payment, within the period mentioned in the demand note.

4.4 In the event of delay on the part of the Buyer in making payment of the Consideration as per the Payment Plan opted by the Buyer and/ or other charges required to be made in accordance with the timelines indicated herein, then, without prejudice to the Company's rights to terminate this Agreement in terms of Clause 4.6 below, the Buyer shall be required to pay interest at the rate of 12% per annum on the amount outstanding from the respective due dates till the date of actual payment (including interest thereon). Further, all payments received will be first applied towards applicable interest and other dues, if any, and only thereafter towards the installments as due under the Payment Plan.

4.5 It is agreed between the Parties that, 15% of the Basic Sales Price of the Plot which shall be paid by the buyer at the time of execution of the contract shall constitute as the "Earnest Money" which is liable to be withheld/ deducted / forfeited by the Company in case of default/ breach by the Buyer of any terms and conditions of this Agreement and on cancellation of allotment/ Agreement for any reason whatsoever. The Buyer agrees and acknowledges that the Earnest Money shall, at all times, be a non-

refundable deposit and constitute a genuine pre-estimate of the damage accruing to the Company and represents a guarantee by the buyer that he shall comply with his contractual obligations after execution, in the event of the failure of the Buyer to comply with its obligations for the booking/ allotment/ payment. Pursuant to such cancellation/ withdrawal of the Allotment, the Buyer shall have no right, title, lien, claims or demands whatsoever against the Plot and/ or the Company and the Company shall have all the rights to deal with the Plot in whatever manner as it may deem fit.

- 4.6 The timely payment of installments as indicated in the Payment Plan/ Schedule of Payments is the essence of the Allotment/ Agreement and that Buyer do hereby agree to make the timely payments in respect of each installment of the Consideration and other charges payable under this Agreement in accordance with the timelines indicated herein. If any installment is delayed/ not paid as per the Payment Plan and if such amount, installments or part thereof, remains in arrears for more than 30 days, the Company shall have right to cancel the allotment and this Agreement by serving a written notice of another 15 days failing which the Allotment and this Agreement shall automatically stand cancelled without any further intimation to the Buyer and the Buyer will have no right or lien whatsoever on the Plot. It is clarified by the Company and fully understood and agreed by the Buyer that the non-cancellation of the Allotment/ Agreement immediately on expiry of 30 days shall not constitute waiver of the right of the Company to cancel the Allotment/ Agreement. The Buyer understands that, raising of fresh demand for subsequent installment/s or reminders thereof shall not constitute fresh timelines to the Buyer and the default in non-payment shall be calculated from the date of first demand only. In case of cancellation, the Earnest Money together with outstanding interest, taxes & brokerage, if any, (if the Buyer has booked the Plot through broker) paid to such broker in relation to the sale of the Plot shall be deducted/ forfeited from the received amount and the balance amount, if any, shall be refunded (without any interest thereon) by the Company to the Buyer within 120 days from the date of such cancellation notice, whichever is earlier.

- 4.7 If any payments or installments are made / paid by any third party by or on behalf of the Buyer, the Company shall not be responsible towards any such third party and such third party shall not have any right in the Plot, except in case of the Bank Loan availed by the Buyer with specific consent of the Company.

4.8 Refund of Payments:

Upon the termination of this Agreement, balance amount, if any, after forfeiture, shall be refunded to the Buyer, without the payment of any interest thereon, subject to the deduction of Earnest Money, taxes, delayed interest, brokerage (if the Buyer has booked the Plot through broker) paid/ payable to such broker in relation to the sale of the Plot to the Buyer.

Provided however, that:

Where the refund is consequent to the termination of the Agreement/ withdrawal of Allotment:

- i) The Company shall be entitled to deduct and retain, an Earnest Money deposit equivalent to 15% of the total Basic Sale Price plus taxes together with any accrued interest, brokerage, from the amounts to be refunded to the Buyer, in accordance with and subject to Clause 4.6 above;
- ii) Prior to the refund and release of any sums due to the Buyer hereunder, the Buyer shall submit all original papers, allotment letter, money receipts, this Agreement and inform & specify to the Company, each of the encumbrances, claims, outstanding and dues from the Buyer to any party in relation to the Plot and obtain clearances, NOC (from all such persons) in relation to the same to the satisfaction of the Company;
- iii) Where any loan facility is availed of (by the Buyer), the Buyer shall obtain and provide to the Company, written NOC, acknowledgment and acceptance including termination of tripartite agreement / permission to Mortgage etc. issued by the Company to the Bank, by the bank and/ or financial institution, that it is aware of the termination of the Agreement / withdrawal of the Allotment and undertaking an unconditional release of the Plot to the Company. Any such termination by the Buyer shall not result in any liability of the Company towards any entity, including but not limited to the bank, in respect of any financial commitments of the Buyer;
- (iv) Any such refund and release, shall be subject to the Buyer indemnifying the Company in relation

to any undisclosed encumbrances, claims, outstanding and dues and all other losses to the Company. This clause shall survive termination of this Agreement; and

- v) It is hereby clarified that any refund/ release of any amount by the Company to the Buyer shall be made by the Company through account payee cheques payable at New Delhi/ Gurgaon.
- 4.9 It is hereby agreed by the Parties that in the event of this Agreement being terminated as aforesaid, the Company shall be free to sell the Plot to a new buyer, free of all rights of and/or liabilities/ obligations towards the Buyer.
- 4.10 All payments due from the Buyer under this Agreement shall be made only through demand draft(s) payable at New Delhi / Gurgaon or through pay orders or A/c payee cheques issued by/ drawn on banks at New Delhi/ Gurgaon or through electronic transfer in favour of "Jubilant Malls Pvt. Ltd." payable at New Delhi/ Gurgaon. The reverse of each cheque shall mention the Plot number, customer ID, Project name, name of the Buyer and the telephone number.
- 4.11 For all payments, the date of realization/ clearance of the demand draft/ pay order/ cheque shall be taken as the date of payment. The dishonor of demand draft/ pay order/ cheque for any reason, shall entitle the Company to charge from the Buyer an additional amount of Rs.1,000/- plus applicable service tax and cess, if any, towards administrative handling charges. The Buyer shall be entitled to a signed receipt, as issued by the Company against delivery of every demand draft/ pay order/cheque issued the Buyer, which shall always be subject to the clearance of the said demand draft/ pay order/cheque.
- 4.12 Subject to the terms of the Approvals, Govt. Rules, etc., and subject to consent of the Company, the Buyer may have the Plot financed from an approved bank/ financial institution (the "Buyer's Bank"). Upon the Buyer's request and the Buyer's Bank entering an agreement with the Company, the Company may create lien/ charge of Buyer's Bank in the Plot in favour of the Buyer's Bank, who may then hold the same as security for recovery of the dues against the Buyer. However, if any Buyer's Bank refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground, then Buyer shall not make such refusal/ delay an excuse for non-payment or delay in payment of any installments/dues to the Company. It is categorically agreed by the Buyer that the Company has not guaranteed the availability of loan/ financial assistance from any bank/ financial institution against the Plot/ Project.
- 4.13 The creation by the Buyer of any encumbrance, or mortgage (including any security, pledge, charge, lien, or any other right of like nature with any third party, Buyer's Bank) in relation to the Plot or, including in favour of the Buyer's Bank will require the consent of the Company, which consent shall not be unreasonably withheld.
- 4.14 Notwithstanding such financing of the Plot by the Buyer's Bank, the Buyer shall be responsible for the timely payment of the Consideration as per the Schedule of Payment/ Payment Plan. In the event of delay and/or default on the part of the Buyer in making payment of the Consideration as per the Payment Plan, the Buyer shall be responsible for the consequences as stipulated hereinabove.

5. POSSESSION OF PLOT

- 5.1 Subject to Clause 5.2 and subject to the Buyer making timely payment, the Company shall endeavor to complete the development of infrastructural facilities for the Plot within 30 months, with an additional grace period of 6 (six) months (without liability for payment of any penalty/ damages / delay charges) from the date of the execution of this Agreement provided that all amounts due and payable by the Buyer have been paid to the Company in timely manner. The Company shall be entitled to reasonable extension of time for the possession of the Plot in the event of any default or negligence attributable to the Buyer's fulfillment of terms & conditions of this Agreement.
- 5.2 The Buyer agrees and acknowledges that where the completion of development of the Plot and/or the handing over of the possession of the Plot is delayed by any reasons beyond the control of the Company including (without limitation), Force Majeure and reasons such as delay on the part of the governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF), the grant of part/full completion certificate etc., then no claim whatsoever by way of any damages / compensation shall lie against the Company. Further, where there occurs any delay in

handing over possession of the Plot to the Buyer on account of any of reasons specified under this Clause, the Company shall be entitled to a reasonable extension of time for handing over possession of the Plot.

"Force Majeure" shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies any of the following conditions:

- (i) materially and adversely affects the Project and/or the performance of an obligation of the Company; or
- (ii) are beyond the control of the Company;

and includes (without limitation) any one of the following events and/or circumstances:

- a. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy; and/or
- b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage; and/or
- c. strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the Project including and not limited to raw material including Labour; and/or
- d. ~~change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Project or rights therein; and/or~~
- e. acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect; and/or
- f. any judgment or order of any court of any jurisdiction, including any orders passed by any Tribunal, Quasi-judicial Authority or Government in India made against the Company in any proceedings or in any other proceeding having effect on the project or the Company;

5.3 It is agreed and understood by the Parties that various plots in the Project are to be developed in phases and upon the completion of development of each phases, the Plots therein shall be handed over to the respective buyers of that phase after registration of Conveyance Deed. The Buyer acknowledges that the facilities and amenities agreed to be provided by the Company shall also be provided in phases such that all such facilities and amenities shall be completed simultaneously with the completion of the Project.

5.4 Without prejudice to the above, it is hereby agreed that possession of the Plot shall be delivered by the Company to the Buyer only upon registration of the Conveyance Deed and subject to all dues and demands payable up to the date of such possession, including as specified under this agreement, by the Buyer has been paid by the Buyer to the Company together with all Taxes, charges, etc.

5.5 Subject to any Force Majeure conditions and the Buyer having complied with his timely payment obligations, in the event of any willful delay in development of the Project for reasons attributable solely to the Company, delay charges would be payable to the Buyer, in the manner and to the extent specified herein below:

Period of delay in month after expiry of grace period as mentioned above	Delay charges per Month (Rs. per Sq. Yd.)
1 – 6	25.00
7 – 12	37.50
13 onwards	50.00

It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made by the Buyer for the same (and be calculated from the date of the said demand), till the date when possession of the Plot is offered to the Buyer. Notwithstanding anything contained to the contrary, it is clarified that in case the Buyer has defaulted/ delayed payment of any installment, the Buyer shall not be entitled to claim any damages, delay charges, penalty even if Company has charged interest against such delay instead of choosing to cancel the Plot.

5.6 It is further made clear by the Company, and fully understood by the Buyer that in case the Buyer has delayed payment of any installment and the Company has charged interest thereon on such default or

the Company has given any concession in the rate or in the payment schedule or waiver of interest accumulated on delayed payment of installments, then in any of such case the Buyer shall not be entitled to claim any compensation, penalty, damages of whatsoever nature on account of delay in completion of construction or offer of possession of the Plot.

Further, for removal of doubt, it is made clear that no such compensation shall be paid in case the delay is on account of non-receipt/ delay in receipt of full/ part completion certificate or due to any reason beyond the control of the Company.

The adjustment of such compensation/ penalty/ damages, if any, shall be done only at the time of settling the final accounts for offer of possession/ conveyancing the Plot to the Buyer and not earlier.

- 5.7 The Buyer shall take possession of the Plot within 30 days from the date of issuance of notice of offer of possession failing which the Buyer shall be deemed to have taken possession of the Plot. In such case the Company shall not be responsible for any encroachment, intrusion, loss or damage to the Plot occasioned due to failure of the Buyer to take possession within the stipulated time. Besides above, following holding charges (in addition to the Maintenance Charges), as determined by the Company/ Maintenance Agency, shall also be payable by the Buyer:

Period of delay (in Month) after expiry of 30 days	Holding Charges per Month (Rs. per sq. yd.)
1 – 6	25.00
7 – 12	35.50
13 onwards	50.00

- 5.8 Further, it is agreed by the Buyer that in the event of his failure to take over the Plot in the manner as aforesaid within a period of 30 days from the date of offer of possession and that default continues for another 60 days thereafter (i.e., 30 days + 60 days = 90 days), then notwithstanding anything contained to the contrary under this Agreement, the Company shall have right to cancel this Agreement and allotment therein. If the Company elects to cancel this Agreement, the Company shall have the right to retain the Earnest Money as specified in this Agreement and refund the balance amount to the Buyer without interest within 120 days of such cancellation.
- 5.9 The Parties agree and acknowledge that the area of the Plot as stated in this Agreement is subject to variation and the final area of the Plot shall be calculated before offer of possession of the Plot, and the difference in Consideration amount calculated on the basis of final area of the Plot shall be payable/adjusted to/ by the Company as specified hereinabove. No dispute/ claim, demand shall be raised by the Buyer in relation to such variation in the Area.
- 5.10 The Buyer agrees and undertakes that, after taking over possession or deemed possession of the Plot, as the case may be, or at any time thereafter, the Buyer shall have no objection to the Company or the other allottee undertaking construction of or continuing with the development of the Project or other adjoining Plots. The Buyer acknowledges that the Project shall be developed in many phases. The Buyer shall, after taking possession or deemed possession of the Plot, as the case may be, or at any time thereafter, have no objection to Company undertaking construction, development of or continuing with the construction, development of the other Plots, Project or other building(s) adjoining the Plot sold to the Buyer. Further, where if any subsequent change in any applicable law permits further development/ construction in any portion of the Land, the Company shall be entitled to undertake the said development/ construction and the Buyer shall not have any objection and do hereby consent to such further development/ construction. Notwithstanding anything contained to the contrary, it is clarified by the Company that the Community/Club building and other facilities in the Project shall be developed in a phased manner and shall be fully operational only on the final completion of the Project.
- 5.11 The service areas, if any, as may be located within the Project, as the case may be, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, water tanks, Pump rooms, STP (if any), Maintenance and Service rooms, Fire Fighting Pumps (if any) and equipment etc. and other permitted uses as per Project Plans. The Buyer shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Buyer.

- 5.12 The Company has made clear to the Buyer that the Company may be carrying out extensive developmental activities in the Project including in the entire area surrounding the Plot and that the Buyer has confirmed that he shall not raise any objection or make any claims or withhold, refuse or delay the payment of installment/ operation/ Maintenance bills on account of inconvenience, if any, suffered by him due to such developmental or its incidental/related activities. The Company, relying in good faith on this specific undertaking of Buyer, has agreed to sign this Agreement in respect of the Plot and this undertaking shall survive throughout the occupancy of the Plot by the Buyer, his legal representatives, successors, administrators, executors, nominees, assigns etc.

6 OWNERSHIP AND TRANSFER

- 6.1 After receipt of part/ full completion certificate from municipal corporation, govt. or any other authority, the Company shall, subject to the Buyer having paid the entire Consideration as per Payment Plan and other charges and dues to the Company as provided under this Agreement, execute a Conveyance Deed in the form as prescribed or approved by the municipal corporation, govt. or any other authority in favour of the Buyer for conveyance of the Plot as per applicable laws, including *inter- alia* the rules, regulations and bye-laws of the municipal corporation, govt. or any other authority.
- 6.2 The Buyer shall be solely liable and responsible to get this Agreement/ Conveyance Deed registered under Law and that all costs, charges and expenses towards execution and registration of this Agreement and the Conveyance Deed including stamp duty, registration charges, any taxes, miscellaneous or related charges, if any, payable under law or demanded by any Government shall be borne and paid by the Buyer and the Company shall have no responsibility in this regard.
- 6.3 Save and with the sole exception of the interior area of the Plot allotted to the Buyer, the Buyer shall have no proprietary rights, titles or interests over any common area and facilities, provided that the Buyer shall, subject to the payment (to the nominated Maintenance Agency) of all of maintenance charges, have only the right of use of Common Area and Facilities (defined herein after). The Common Areas and Facilities shall mean and include all such parts/ areas in the Project which the Buyer shall use by sharing with other occupants of the Project viz. water bodies, road, driveways, garden, park, landscaped area, Guard Rooms, spaces for security, power, light, water, sewerage, tanks, pumps, pump room, electrical rooms, STPs, refuge areas, water tanks, machine room, security/ fire control rooms, maintenance offices/ stores etc. and the like and all easementary rights of access and other service areas including the space utilized for installation and placement of generator sets etc. ("Common Areas and Facilities"). All such Common Area and Facilities shall remain the property of the Company, who shall be responsible for the maintenance and upkeep of the same till the time it is transferred/ assigned to any other body or association or society of residents of the Project, in accordance with the provisions of any law applicable to the Project.
- 6.4 Notwithstanding anything to the contrary contained under this Agreement, the Buyer hereby agrees that he shall not have any rights, entitlements in any part of the Project, community/club building (including any facilities therein), shops, shopping center, public amenities, if any, and all other facilities etc either directly or through any association and the same shall always remain in the ownership, management and control of the Company and be dealt in a manner the Company may deem fit. It is made specific that the Buyer has not paid any Consideration for such areas and such areas shall not be transferred to any Body or association or society of Plot owners. The Buyer shall pay one time club membership charges for being member of the Club and monthly club charges/ fees to the management of the Club/ Company for using the club facilities. The Company or the management of the Club may, in its sole discretion, allow membership of the Club or permit usage of other facilities in the Project to any outsiders, other occupants of the Plots/ units in the Project on such terms and conditions as may be stipulated by the Company/ management of the Club from time to time and the Buyer shall have no objections in this regard.
- 6.5 The Buyer agrees not to raise any dispute / objection to any activity(ies) of the Club including but not limited to lighting arrangements, parties, get together, tournaments and other activities of the Club which may be carried out at the sole discretion of the management of Club/ Company. It is further made clear that the Buyer shall be required to pay separate deposits / charges for securing admission to the Club, Banquet Facility, if any, and other community facilities.

7. SALE / ASSIGNMENT OF THE ALLOTMENT

- 7.1 That subject to clause below and permissible norms of municipal corporation, govt. or any other authority, the Buyer may nominate a third party and may get the name of his nominee substituted in his place, subject to the prior approval of Company and on clearing all dues, including any interest, if any, till that date to the Company. The Company may permit such substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the laws, guidelines issued by any Governmental Authority, if any, in this regard.
- 7.2 All applicable administrative charges for such substitution/ nomination (as prescribed by Company from time to time), together with any applicable taxes, dues or duty leviable under any law for such substitution/ nomination shall be to the sole account of and be payable by the Buyer to the Company, prior to such substitution/ nomination. It is hereby clarified that any change in name of the Buyer (including all additions/ deletions) shall be deemed as substitution for the purpose of allotment. If any further fees/ charges are levied by Municipal Corporation, govt. or any other authority in this regard, the same shall also be paid by the Buyer in addition to the fees/ charges paid to the Company.
- 7.3 The Buyer hereby agrees that the Company shall entertain his request for nomination of allotment right of the Plot if and only if all outstanding dues and interest towards the Plot is paid by the Buyer/ Nominee on or before submission of documents for nomination.

8. DEVELOPMENT OF PLOT

- 8.1 After registration of Conveyance Deed in respect of the Plot, the Buyer shall first obtain the necessary building plan approval and other permissions and start construction and development of a dwelling unit for residential purpose after completing necessary formalities in this regard. The development on the Plot shall be subject to the permissions granted by municipal corporation, govt. or any other authority or any other Competent Authority and ground coverage of the Plot shall be as per applicable law and subject to restrictions as may be imposed by the Authority. It is clearly agreed and understood by the Buyer that no addition, sub-division, consolidation or amalgamation etc. of the Plot is allowed. Any alteration, sub-division or amalgamation of the Plot in contravention of the conditions of the layout plans by the Buyer or any other person shall be treated as default by the Buyer.
- 8.2 The Buyer hereby agrees and undertakes to comply with, from time to time after he has taken over possession of the Plot, all applicable rules, regulations including but not limited to the building bye-laws of State and Central Govt., Municipal Corporation etc. The Buyer shall commence construction, at his cost and expenses, on the Plot after obtaining all required approvals including, but not limited to, approval of building plans from the concerned authority as per the government guidelines and complete the minimum required construction on the Plot within the period specified by the Authority failing which a non-construction fees/charges, as decided by the Company or the Authority shall be liable to be paid by the Buyer on monthly/ per sq. yd. basis. The Maximum number of dwelling units in the Plot shall be made as per the provisions of Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 or any other applicable law and norms of the govt. municipal corporation, the zoning, plans and other approved / modified by the competent authority (ies) from time to time. The Buyer shall, before commencement of construction, obtain a NOC from the Company/ Maintenance Agency. The Buyer shall also deposit a nonrefundable road damages charges and malba charges to account for damages done to the roads and dust, pollution, construction particles etc. during construction of the building over the Plot.
- 8.3 The Buyer further agrees undertakes and assures the Company that he shall not encroach upon any part of the common area/ common path of the Project or upon the adjoining Plots of the Plot either by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon which may or may not hinder/ obstruct the use of common areas, roads, passages, drainage/ sewage system etc. In case the Buyer encroaches upon any part of the common area of the Project or upon the adjoining Plots, roads, passages etc. by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon, the Company/ Maintenance Agency shall be authorized to remove or shift or demolish, as the case may be, such erection or fixture or installation at the cost, expenses and risk of the Buyer and the Buyer hereby agrees and undertakes to pay to the Company/ Maintenance Agency within 7 days of receipt of such bill on this account. The Company/ Maintenance Agency shall not be responsible for any kind of loss/ damage caused to any machine/ installation while removing/ demolishing the same or consequences therefrom.

9. **MAINTENANCE OF COLONY, MAINTENANCE CHARGES AND OTHER PAYMENTS**

- 9.1 The Company shall, through its nominated maintenance agency, provide the requisite Common Area Maintenance Services within the Project which shall broadly include operation and maintenance of power backup and generator systems, garbage disposal & upkeep of common areas, water supply, sewerage system and drainage system, lighting facilities for the common area and internal roads, maintenance and upkeep of internal roads, pathways, common horticulture, provision of general watch and ward within the Colony and common installations/ equipment/ machines in the Project and insurance thereof (collectively referred to as "**Maintenance Services**").
- 9.2 It is hereby agreed that the Company shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other agency designated/ nominated/ appointed by it (collectively referred to as "**Maintenance Agency**"). The Buyer hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the "**Maintenance Charges**") as may be fixed by the Maintenance Agency from time to time, and as revised by the Maintenance Agency from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the first day of the following calendar month in which the possession of the Plot is offered by the Company to the Buyer, irrespective of whether the possession of the Plot is taken by the Buyer or not or in case of house the same is physically occupied by the Buyer or not.
- 9.3 The Buyer agrees and undertakes to enter into and execute a separate agreement with the Maintenance Agency (the "**Maintenance Agreement**") in relation to provision of Maintenance Services in the Project prior to the Buyer taking over possession of the Plot. The Maintenance Agreement shall inter alia specify the scope of the Maintenance Services to be provided in relation to the Project and the applicable Maintenance Charges & other charges payable by the Buyer in respect of the same.
- 9.4 Further, in addition to the monthly Maintenance Charges, the Buyer shall also pay to the Company the Interest Free Maintenance Security (IFMS) as per the Payment Plan agreed. To ensure the uninterrupted Maintenance Services, the Buyer shall also make payment of amount equivalent to Twelve (12) months of Maintenance Charges in advance at the time of offer of possession of the Plot. The Parties agree and acknowledge that this IFMS along with advance Maintenance Charges, if any, shall pursuant to any transfer (whether by means of a sale, assignment, disposal or otherwise) of the Plot by the Buyer to a third party, be transferred in the name of such third party transferee.
- 9.5 On formation of the Resident Welfare Association ("**RWA**") for the Colony in accordance with applicable law and upon handing over of the Maintenance Services of the Colony to such RWA, the Company shall have the right to transfer the balance IFMS without any interest after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Buyer and thereupon the Company shall stand completely absolved/ discharged from all its obligations and responsibilities concerning the maintenance of Common Areas and Facilities in the Colony.
- 9.6 The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the Plot, roof top, terrace, balconies etc. of the building built on the Plot for any purpose in connection with the obligations and rights under this Agreement including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains etc. In case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. the Buyer hereby authorizes the Company or Maintenance Agency and their representatives, employees etc. to break the locks, doors, windows etc. of the building built on the Plot to enter into the said building in order to prevent any further damages/ losses to life/ property in the said building or adjoining Plots/ Building/ Project.
- 9.7 Notwithstanding anything contained to the contrary under this Agreement, the water which may be supplied at one point in the Colony would be usable only for the domestic purpose (i.e., for bathing, washing, cleaning, etc.) and would not be fit for drinking/ human consumption. The Buyer undertakes to install suitable equipment for further treatment of water for human consumption or make his own arrangement for drinking water at his own cost. The Buyer shall obtain the individual water connection for the Plot/ building constructed thereon.

10. **PAYMENT FOR REPLACEMENT, UPGRADATION, ADDITIONS OF DG SETS, ELECTRIC**

SUB-STATIONS, PUMPS AND OTHER CAPITAL PLANTS / EQUIPMENTS

That as and when any Plant & Machinery including but not limited to DG sets, electric sub-stations, pumps and/or any other plant, equipment of capital nature, roads, service lane etc. within the Project require replacement, up gradation, additions, repair etc., the cost thereof shall be contributed by all the Buyers in the Project on pro-rata basis (i.e., in proportion to the area of the Plot to the total area of all the Plots in the Project). The Company or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, repair, up gradation, additions etc. including its timings or cost thereof and the Buyer agrees to abide by the same.

11. INSURANCE

The common plant, machinery, equipment etc. in the Project may be got insured against all risks by the Maintenance Agency/ the Company and the Buyer shall be liable to pay pro-rata share of the cost of such insurance to the Maintenance Agency/ the Company as a part of the Maintenance Charges or separately as the case may be. Under such circumstances, the Buyer shall not do anything which would render such insurance void, voidable or attract increased premium to be paid by the Maintenance Agency/ the Company.

Provided however, the insurance in respect of structure as well as contents of the building built on the Plot (including but not limited to any fitting or furnishing, domestic articles, goods etc.) shall be obtained separately by the Buyer (or any occupant thereof) at his own cost and the same shall not be the responsibility of the Maintenance Agency/ Company. The Buyer shall take all reasonable care to prevent theft, losses due to fire, water and electricity short-circuit or other natural perils to the lives/ belongings in the building built on the Plot at his own cost and the Company/ Maintenance Agency shall not be liable and responsible for any losses or damages in this regard.

12. PROPERTY TAXES

Unless and until the Plot is accessed separately, the Buyer agrees and undertakes to pay all the applicable property tax and other Taxes as assessed by any Government, in respect of the Plot or the Colony, Project, Land (on pro-rata basis in accordance with the Plot area) to the Company, Maintenance Agency or directly to such authority, as the case may be.

13. USE OF THE PLOT AND COMMON AREAS

13.1 The Buyer agrees and undertakes that the Buyer shall not do or permit to be done, any of the following acts:

- a) To close or in any manner obstruct or restrict the use of the ground space, roads, passages, parks, landscape, green area or any other common areas.
- b) To put up any name or signboard, publicity or advertisement material outside the building built on the Plot or anywhere in the common areas without prior permission of the Company or its nominee in writing.
- c) To make noise pollution by use of loudspeaker or otherwise and/ or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purposes in the Colony.
- d) To do, nor permit or suffer anything to be done in any manner to any part of the common passages, roads, parks, landscape, water bodies compound or in which would expose the Project to any kind of risk or loss, damages whether physical or legal.
- e) To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature in the Plot or any part thereof.
- f) To divide or sub-divide the Plot in any manner, which is at all times required to remain a single Plot.
- g) store/ stock/ bring into/ keep in the Plot or in the building built in the Plot any goods/ material/

fluid/ chemical/ substance of explosive/ hazardous/ combustible/ flammable nature or any act which has effect of doing so, either directly or through any of the Buyer's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and /or expose to risk of such damage to the Project or neighbouring Plots, and/or the assets of the other occupants or the equipment in ILD Engracia.

- h) To park or allow parking of his vehicle on road, service lane etc. in the Project.
- i) To do any act or omission which may endanger the occupation of the other areas or be a source of nuisance to others.

13.2 The Buyer further agrees, acknowledges and undertakes that:

- a) No immoral, improper, offensive or unlawful use shall be made of the Plot or the Project or any part thereof. Further, the Plot shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of ILD Engracia. The Buyer shall not do any act or omission which will make it difficult for the other buyers to enjoy and make the best possible use of other Plots, houses, buildings and the Project.
- b) The Buyer shall adhere to and abide by all laws, bye-laws, rules and regulations of the Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the Plot/ Project and as may be amended from time to time, and to pay all applicable Taxes as maybe due, in respect of the Plot, and in respect of the Land and/or the Project (on pro-rate basis in proportion to the area of the Plot).
- c) The Project shall always be known as "ILD Engracia" and the same shall not be changed by any association or society of the Plot owners or any other persons unless so decided by the Company in its sole discretion. Further, at all times, the name of ILD Group shall always be displayed at a prominent place on the entry & exit or anywhere in the Project. The copy right/ trade mark/ property mark and all intellectual property (including the words 'ILD Engracia' and/or "ILD"), (whether registered or not) shall always remain and vest with the Company/ ILD Group, and no person, including but not limited to the association/ society shall have any claim or right of any nature whatsoever on the said intellectual property.
- d) The Buyer shall, at the Buyer's own cost, keep the building built in the Plot in good and tenantable condition, and repair and maintain the same properly. The Buyer shall also keep the inside of the Plot area in a neat, clean and tidy condition. The Buyer will ensure that all dirt, refuse and waste is properly transported out in covered cans/ bags.
- e) The Buyer shall make suitable provision for car parking within his Plot area only. The Buyer shall not encroach upon or occupy any area or land outside his Plot or otherwise on any common or other land/area whatsoever under any circumstances and shall furthermore park his vehicle within the boundaries of his plot and not on roads or any other place. In case of parking on road, the same shall be towed away at the cost and expenses of the buyer/ owner of the vehicle in addition to levy of suitable penalty for such wrong parking.

14 APPLICABLE LAWS AND JURISDICTION

- 14.1 This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws of India. Subject to clause 14.2 below, the courts in Gurgaon, Haryana and the High Court of Haryana at Chandigarh alone shall have the exclusive jurisdiction in relation to any disputes, suits, complaints, litigation, claim or any other matter arising out of or in relation to this Agreement.
- 14.2 All or any disputes arising out of or touching upon or in relation to this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurgaon by a Sole Arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the Parties. The

language of Arbitration shall be English. The Buyer hereby confirms that the Buyer shall have no objection to the appointment of the Sole Arbitrator by the Company.

15 GENERAL

15.1 The Parties agree and understand the execution of this Agreement is subject to the terms and conditions, restrictions and limitations contained in the Approvals, Scheme and the Bye-Laws of municipal corporation, govt. or any other authority. The Buyer is aware of the same and has undertaken to abide by all such terms and conditions, restrictions and limitations.

15.2 Any delay or indulgence by the Company in enforcing the terms of this Agreement or any forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Buyer nor shall be same in any manner prejudice the rights of the Company.

15.3 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement ("Notice") to any Party shall be made to the address provided above and the same shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such Party.

Further, in case of any change in the address provided above, it shall be the responsibility of each Party to inform the other Party through the means of a written Notice in relation to all subsequent changes, if any, in the address, failing which all communications and letters posted at the first registered address will be deemed to have been received by the Party.

The Parties agree that, in case, there are more than one person buying the Plot jointly, all communications shall be sent by the Company to the person whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Buyers and no separate communication shall be necessary to the other person(s) named as the Buyer.

Notwithstanding anything contained to the contrary, in case the registered address of the Buyer is outside India, in that case any and all communications/ demands/ notice/ reminders contemplated under this Agreement, shall be sent through e-mail to the registered e-mail of the Buyer and the same shall be deemed to have been sufficiently made/ delivered/ received within 24 hours. However, if such Buyer chooses such communications to be received through normal post, the Buyer Agrees to pay such postal/ courier charges to the Company.

15.4 The Buyer, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this Agreement. The Buyer understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made thereunder as amended from time to time and other applicable laws. The Company accepts no responsibility in this regard. The Buyer shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement it shall be the sole responsibility of the Buyer to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws.

Further, in case any such approval, license or permission is ever refused or subsequently found lacking by any Government/ the Company, the same shall be deemed to be an event of default by the Buyer and the Company shall be entitled to terminate this Agreement, in the manner set out under this Agreement.

15.5 Headings to the Clauses and Articles of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. Each of the annexures hereto form part of this Agreement and are expressly incorporated herein.

For Jubiliant Malls Pvt. Ltd.

- 15.6 The Parties agree that this Agreement may be executed in as many counterparts as the Parties may deemed fit, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 15.7 **No partnership or agency:** Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.
- 15.8 Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.
- 15.9 **Severability:** In the event that any provision of this Agreement becomes or determined to be invalid, unenforceable in whole or in part or in any manner or form contradicts or is in conflict with any law, such invalidity or unenforceability shall attach only to such provision or part of such provision and be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions thereof or any of the provisions and terms hereof and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect binding between/ amongst the Parties. The Company shall and the Buyer agrees that the Company shall, have the absolute right (at its sole discretion) to replace such offending, unenforceable, conflicting provision(s) with a new provision. Further, in case of any repugnancy or difference in the terms and conditions of any prior documents and this Agreement, the terms and conditions contained in this Agreement (unless such repugnancy, conflict, difference is on commercial calculations) shall prevail and shall be final and binding between the Parties.
- 15.10 The Buyer hereby agrees to ensure and hereby authorizes the company to send reminders, communications, messages, calls etc. on the Landline/ Mobile numbers provided by him to the Company irrespective of any registration of the same under National Do Not Call Registry and in the National Consumer Preference Registry (NCPR) for not receiving commercial messages from third party agency, etc. Further, the Buyer hereby authorizes the Company to send commercial communications to him in the form of SMSes or voice calls to the Landline/ Mobile numbers provided by him to the Company. Further, the Buyer agrees to provide a new Landline/ Mobile no. to the Company for future communication, if the existing Landline/ Mobile Numbers are registered under aforesaid category and the Buyer does not wish to receive any such calls from the Company, its representatives..
- 15.11 Except as specified herein, this Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.
- 15.12 Notwithstanding, anything contained in this Agreement, the Company shall be entitled to raise loans from financial institutions and banks, in relation to development of the Project and for the purpose of raising of such loans, the Company shall be entitled to encumber the Project together with all Plots, therein, including inter alia by way of creation of mortgages, charges, liens etc. Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Buyer, the Plot shall be delivered to the Buyer free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed.
- 15.13 Any expenses, charges including the Stamp Duty, registration charges, attorney fees etc. on the execution of this Agreement shall be paid by the Buyer and the company shall not be responsible for the same.
- 15.14 Any references in this Agreement to any one gender, i.e., masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

FOR JUBILANT MALLS PVT. LTD.

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For Jubilant Malls Pvt. Ltd.

Buyer(s)

Nilam Singh

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT AND TO A
DUPLICATE COPY TO BE DULY EXECUTED BY AND SET AND SUBSCRIBED THEIR DULY
AUTHORISED REPRESENTATIVES / RESPECTIVE HANDS, ON THE DATE AND YEAR FIRST
HERE-IN-ABOVE WRITTEN IN THE PRESENCE OF WITNESSES:

Signed and delivered by the Company
For Jubilant Malls Pvt. Ltd.
For JUBILANT MALLS PVT. LTD.

Authorized Signatories
AUTHORISED SIGNATORY

Signed and delivered by within named Buyer/s:

Buyer(s)

Nilam Singh

IN THE PRESENCE OF FOLLOWING WITNESSES:

1.

2.

Signatures:

Name:

Address:

Signatures:

Name:

Address:

For JUBILANT MALLS PVT. LTD.

AUTHORISED SIGNATORY

For Jubilant Malls Pvt. Ltd.

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(Buyer(s))

Nilam Singh

SCHEDULE - I
SCHEDULE OF PAYMENT/ PAYMENT PLAN

Payment Plan Flexi :	
1. On Application Booking Amount of	Rs.10,00,000/-
2. Within 90 days of the Application	20% of BSP + PLC – Booking Amount
3. Within 180 days of the Application	10% of BSP + PLC +100 % of EDC/IDC
4. On Commencement of road construction or 9 months which is later	30 % of BSP + PLC
5. On offer of possession	40% of BSP + PLC +100% IFMS + Club Membership Charges + Power Backup Charge

For JUBILANT MALLS PVT. LTD.

AUTHORIZED SIGNATORY

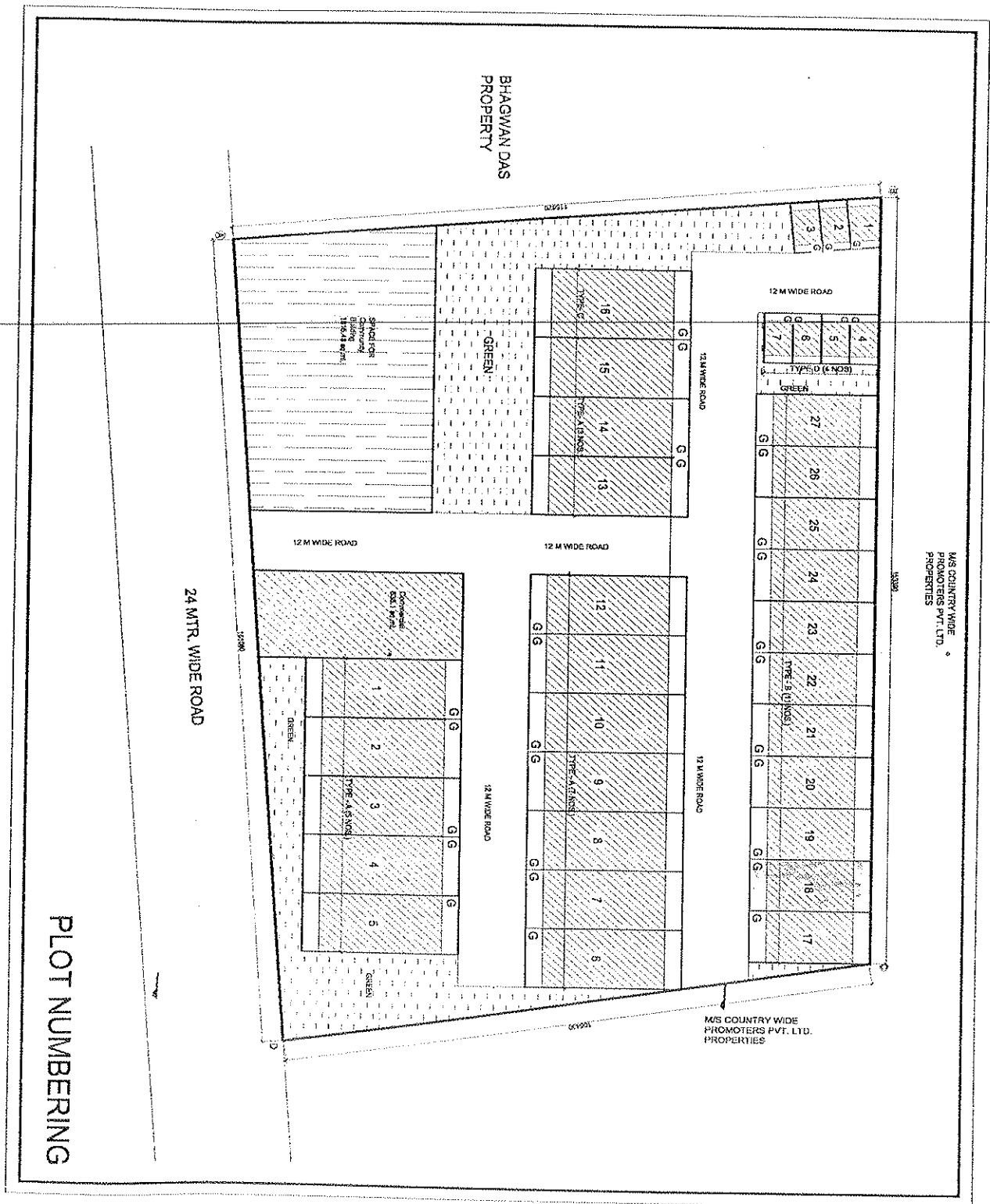
For Jubilant Malls Pvt. Ltd.

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Signature

Nilam Singh

**ANNEXURE - A
LAY-OUT PLAN OF THE PROJECT "ILD ENGRACIA"**



For JUBILANT MALLS PVT. LTD.

ASSIGNMENTS AND ENDORSEMENTS

AUTHORISED SIGNATORY

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For Jubilant Malls Pvt. Ltd.

By: (S)

Nilam Singh

1. First Transfer

Mr./Mrs./Ms./M/s. _____ S/o/W/o/D/oMr. _____
R/o _____, in
possession of this Flat No. _____ area _____ sq. ft., on _____ floor in Tower
No. _____ of Residential Plotted Colony called "ILD ENGRACIA", Sector-37 (D), Gurgaon, Haryana, do
hereby transfer / assign this agreement to Mr./Mrs./Ms./M/s. _____
S/o/W/o/D/o Mr. _____ R/o _____
_____ and the Developer, Jubilant Malls Pvt. Ltd. hereby
endorses the said Flat in the name of above said Assignee/Transferee on the payment of the
Administrative charges _____ of
Rs. _____ (Rs. _____) and all other
pending _____ dues, _____ of
Rs. _____ (Rs. _____) till date, by
the Assignee/Transferee to the Developer.

For Jubilant Malls Pvt. Ltd.

Allottee/Transferor

Authorized Signatory

2. Second Transfer

Mr./Mrs./Ms./M/s. _____ S/o/W/o/D/oMr. _____
R/o _____, in
possession of this Flat No. _____ area _____ sq. ft., on _____ floor in Tower
No. _____ of Residential Plotted Colony called "ILD ENGRACIA", Sector-37 (D), Gurgaon, Haryana, do
hereby transfer / assign this agreement to Mr./Mrs./Ms./M/s. _____
S/o/W/o/D/o Mr. _____ R/o _____
_____ and the Developer, Jubilant Malls Pvt. Ltd. hereby
endorses the said Flat in the name of above said Assignee/Transferee on the payment of the
Administrative charges _____ of
Rs. _____ (Rs. _____) and all other
pending _____ dues, _____ of
Rs. _____ (Rs. _____) till date, by
the Assignee/Transferee to the Developer.

For Jubilant Malls Pvt. Ltd.

Allottee/Transferor

Authorized Signatory

3. Third Transfer

Mr./Mrs./Ms./M/s. _____ S/o/W/o/D/oMr. _____
R/o _____, in
possession of this Flat No. _____ area _____ sq. ft., on _____ floor in Tower
No. _____ of Residential Plotted Colony called "ILD ENGRACIA", Sector-37 (D), Gurgaon, Haryana, do
hereby transfer / assign this agreement to Mr./Mrs./Ms./M/s. _____
S/o/W/o/D/o Mr. _____ R/o _____
_____ and the Developer, Jubilant Malls Pvt. Ltd. hereby
endorses the said Flat in the name of above said Assignee/Transferee on the payment of the
Administrative charges of
Rs. _____ (Rs. _____) and all other
pending dues, of
Rs. _____ (Rs. _____) till date, by
the Assignee/Transferee to the Developer.

For Jubilant Malls Pvt. Ltd.

Allottee/Transferor

Authorized Signatory

4. Fourth Transfer

Mr./Mrs./Ms./M/s. _____ S/o/W/o/D/oMr. _____
R/o _____, in
possession of this Flat No. _____ area _____ sq. ft., on _____ floor in Tower
No. _____ of Residential Plotted Colony called "ILD ENGRACIA", Sector-37 (D), Gurgaon, Haryana, do
hereby transfer / assign this agreement to Mr./Mrs./Ms./M/s. _____
S/o/W/o/D/o Mr. _____ R/o _____
_____ and the Developer, Jubilant Malls Pvt. Ltd. hereby
endorses the said Flat in the name of above said Assignee/Transferee on the payment of the
Administrative charges of
Rs. _____ (Rs. _____) and all other
pending dues, of
Rs. _____ (Rs. _____) till date, by
the Assignee/Transferee to the Developer.

For Jubilant Malls Pvt. Ltd.

Allottee/Transferor

Authorized Signatory