

BUILDER BUYER AGREEMENT

PARAS SQUARE

UNIT NO. _____

PARAS

BUILDING LANDMARKS GLOBALLY

[On ₹100/- non judicial stamp paper]

BUILDER BUYER AGREEMENT

This Builder buyer's agreement (hereinafter referred to as the "**Buyer's Agreement**") is made at Gurgaon on this ____ day of ____, 201_ for Studio / Retail Unit No.....on.....Floor Type.....Admeasuring.....Square Feet Super Area in Project "Paras Square" Studio & Retail, Sector 63-A, Gurgaon, Haryana by and between:

M/s Blackberry Realcon Private Limited., a Company incorporated under the Companies Act, 1956, having its -office at 11th Floor, Paras Twin Towers (Tower B), Sec - 54, Golf Course Road, Gurgaon - 122002, Haryana through its authorized signatory _____ duly authorized vide board resolution dated _____(hereinafter referred to as "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **First Part**;

AND

Company/ Partnership/ Proprietorship/ HUF	
PAN	
Office at	
ThroughDesignation:..... Authorized vide Resolution dated:.....
Email ID	
Phone/Mob. No	

AND/OR

Name	
Father/Husband Name	
PAN	
Residing at	
Having undivided share	
Email ID	
Phone/Mob. No	

AND/OR

Name	
Father/Husband Name	
PAN	
Residing at	
Having undivided share	
Email ID	
Phone/Mob. No	

AND/OR

Name	
Father/Husband Name	
PAN	
Residing at	
Having undivided share	
Email ID	
Phone/Mob. No	

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

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

WHEREAS:

LAND DETAILS :

- A. M/s Yule Propbuild Private Limited , a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 304, Kanchan House, Karampura Commercial Complex, New Delhi - 110015, alongwith Ms/ Commander Realtors private Limited, a Company incorporated under the Companies Act, 1956 having its registered office at A-11, Ist Floor, Neeti Bagh, new Delhi - 110049 (hereinafter referred to as the "**Owners**"), are the legal and beneficial owners of a piece of land admeasuring 2.20acres (), situated at Sector - 63-A, Village Behrampur, Tehsil Sohna, Distt. Gurgaon, Haryana, (hereinafter referred to as the "**Land**").
- B. The Developer has entered into an agreement dated 16th December 2011, (hereinafter referred to as the "**Development Agreement**") with the Owners for the development of the Land duly registered with the Sub-registrar Sohna vide Vasika No. 6413, Bahi No. 1, Jild No. 2063, Page no. 51 on dated 16.12.2011. Subsequent thereto, the Owners have handed over the absolute possession of the Land to the Developer. As per the terms and conditions of the Development Agreement, the Developer has conceived, planned and is in the process of constructing and developing a multi storied commercial complex in the name and style as "**PARAS SQUARE**", and, inter alia, will be confirming to international standards architecture, with adequate parking space along with the state of the art commercial spaces, (hereinafter known as the "**Project**"/ "**Commercial Complex**". The Developer proposes to complete the construction of the Commercial Complex in accordance with the building plan(s) approved by DTCP, Haryana vide Memo No ZP-892/AD (RA) / 2013/ 47504 dated 30.07.2013.
- C. The Director, Town and Country Planning, Government of Haryana, / District Town Planner, Gurgaon (hereinafter referred to as "**DTCP/ DTP**") has granted license bearing No. 23 of 2013 dated 17/05/2013 (hereinafter referred to as the "**License**") under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1976 in favor of the Owners to develop the Project on the Land.
- D. The Developer/Owner has obtained the requisite consents and approvals for zonal plan from the DTCP for developing and constructing the Commercial Complex.

- E. The Developer has obtained other requisite consents and approvals from Govt. departments for developing and constructing the Commercial Complex as per law in force. The Buyer has checked the all approvals at developer's corporate / site office.
- F. The said Complex is so planned as to earmark the use of available space/area for specific designated purpose only, so as to maintain the decorum and prestigious standard of the Complex.
- G. The Developer has allowed the Allottee(s) the inspection of the site, building/tower plans, ownership records of the aforesaid land and other documents relating to the title, area, competency and all other relevant details to the satisfaction of the Allottee(s). The Allottee(s) has been intimated that though the Project has various components comprising of various studios / retail shops, car parking spaces, landscaped gardens etc, this agreement shall be confined and limited in its scope to one such Unit in the building/tower proposed to be constructed on the piece and parcel of the land admeasuring 2.20 acres (approx.). The Allottee(s) after been fully satisfying with the title, area and all other stated facts has applied to the Developer for allotment of a Studio / Retail Unit in the said project.
- H. The Allottee(s) has shown interest in the Commercial Complex and has vide his/ its application no._____/ dated ("**Application**") applied for registration / provisional allotment of a Commercial Space as set out in clause 1.1 (a) hereinbelow, in the Commercial Complex. The Allottee(s) has understood and agreed to abide by the terms and conditions as set out in Schedule appended to the said Application for the provisional allotment by sale of Commercial Space in the said Commercial Complex which inter alia includes the execution and signing of this Buyer's Agreement.
- I. Pursuant to the receipt of the Application by the Developer and upon completion of all procedural formalities, the Developer has allotted/ provisionally allotted a Commercial Space in the Commercial Complex to the Allottee(s), at such Sale Consideration as described in detail in clause 1.1(a) hereinafter.

NOW THIS BUYER'S AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. SALE OF COMMERCIAL SPACE AND RIGHTS THERETO

1.1 Description of the Commercial Space

- (a) Studio/Retail Unit No..... on..... Floor No.....Type.....Admeasuring.....Square Feet Super Area in Project "Paras Square", Sector 63-A, Gurgaon, Haryana with CLIP /DP / Fixed Monthly Income Plan (for selective Units only), The Developer, relying upon the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations in letter and in spirit, as contained in this Buyer's Agreement, hereby agrees to allot to the Allottee(s), the commercial space in the Commercial Complex as per detail mentioned in Annexure - I ("Commercial Space", as more particularly demarcated on the floor plan attached herewith as Annexure - IV) for a total consideration + Service Tax (as applicable) of as per detail mentioned in Annexure - I (hereinafter referred to as the "Sale Consideration") as per the schedule of payments/payment plan Annexed hereto as Annexure - II (hereinafter referred to as the "Payment Plan").
- (b) The undivided proportionate share of the Land underneath the said Commercial Space (that is the land which is the footprint of the Commercial Complex in which the Commercial Space is situated) shall be calculated in the ratio of super area of the Commercial Space to the total super area of all the Commercial spaces situated within the said Commercial Complex.
- (c) It is made abundantly clear by the Developer and agreed to by the Allottee(s) that no other land shall form part of this Buyer's Agreement and the Allottee(s) agrees and understands that he/it shall have no right, title, or interest of any kind whatsoever, on any other land forming part of the Commercial Complex, except to the extent of using only such general commonly used areas and facilities within the Commercial Complex limited to and precisely listed in Annexure III, subject

however to the timely payment of maintenance charges by the Allottee(s) as stipulated in the Maintenance Agreement (as defined below), the key terms of which are set out in the Maintenance Agreement appended as Annexure VI to this Buyer's Agreement .

- (d) All other land(s), areas, facilities and amenities, except those specified here in this Buyer's Agreement , are specifically excluded from the scope of this Buyer's Agreement and the Allottee(s) agrees and understands that he/it shall have no ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities. Such land(s) areas, facilities and amenities have not been included in the computation of super area for calculating the Sale Consideration and therefore the Allottee(s) has not paid any money thereto for use or ownership in respect of such land(s), areas, facilities and amenities. The covered area shall be the sixty percent (approx) of the super area. The Allottee(s) agrees and understands that ownership of such land(s), areas, facilities and amenities vests solely with the Owners/Developer, its associates and subsidiary companies and their usage in any manner, disposal, etc. shall be at the sole and absolute discretion of the Developer and its associates and subsidiary companies. It is made clear that the super area of the Commercial Space as defined in Annexure - III is tentative and is subject to change till the time of completion of construction of the Commercial Complex.

1.2 Sale Consideration of Commercial Space

(a) Sale Price

- (i) The Sale Consideration as more particularly reserved in Clause 1.1(a) payable by the Allottee(s) to the Developer constitutes the basic sale consideration, excluding the parking charges, external development charges ("EDC"), infrastructure development charges ("IDC"), Fire Fighting Charges, Service Tax and other charges as more particularly defined in clause 1.2 (d) and 1.2 (e) respectively.
- (ii) The Sale Consideration includes no cost of fire fighting and fire safety equipment, charges as required by the existing regulations. If, due to any subsequent legislation / government order, directives, guidelines or change/amendments in the fire safety norms including the National Building Code of India, 2005, and any subsequent amendments thereof or, in the event if deemed necessary by the Developer at its sole and absolute discretion, additional fire safety measures are undertaken, then the Allottee(s) undertakes to pay, without any protest or demur, within [ten (10)] days from the date of written demand by the Developer, such additional expenditure incurred thereon in proportion to the super area of his/ its Commercial Space to the total super area of all the Commercial spaces in the said Commercial Complex as determined by the Developer. The Parties hereto agree that the Developer's decision in regard to the amount payable by the Allottee(s) under this clause shall be final and binding on the Allottee(s).
- (iii) The Allottee(s) agrees, understands and confirms that all other charges and levies, as are specifically delineated in this Buyer's Agreement shall be paid separately over and above the Sale Consideration payable by the Allottee(s) as per the Payment Plan. The dishonor of the any instrument issued by Allottee i.e. demand draft / pay order / cheque for any reason, shall entitle the company to charge from the Buyer, an additional amount towards administrative handling charges, in addition to any remedies that the Company may have in law or equity.
- (iv) Further, it is clarified that the cost of charges for operation of generator sets, are not included in the basic sale price and will be chargeable extra.

(b) Payment Plan

- (i) The Allottee(s) agrees and undertakes to pay the total Sale Consideration in time as per opted payment plan - CLP / DP/ Fixed Monthly Income Plan (for selective units only), upon receipt of the demand notices, without any reminders from the Developer, through [account Payee cheque(s) / demand draft(s)] made in favor of either "BLACKBERRY REALCON PRIVATE LIMITED" or "PARAS SQUARE" payable at New Delhi / NCR. The Allottee(s) agrees that the payments shall be made

promptly as per the demand for payment of the scheduled payments on due dates as set out in the Payment Plan. In the event the Allottee(s) fails, neglects and / or delays the payment of installments then, notwithstanding the right of the Developer at its sole discretion to cancel such allotment, at any time, after such default in payment occurs, the Developer may without prejudice to any other rights provided to it under this Buyer's Agreement, waive such failures, neglects and / or delays in the payment of installments by the Allottee(s) subject to the condition that the Allottee(s) shall be bound to pay interest on the delayed period as per the terms of the delayed payment interest set out in clause 3(i). It is made clear and so agreed by the Allottee(s) that the exercise of such discretion to waive such failures, neglects and / or delays in the payment of installments by any one Allottee(s) shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion, in case of other Allottee(s) as well.

(c) Adjustment of Installments

- (i) The Allottee(s) agrees and understands that the Developer shall have the right to adjust / appropriate the installment amount received from the Allottee first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Sale Consideration. Such adjustment / appropriation of payments shall be done at the sole discretion of the Developer and the Allottee(s) undertakes not to object, protest or direct the Developer to adjust his/ its payments in any manner otherwise than as decided by the Developer. The Allottee(s) hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.

(d) External Development Charges

- (i) The proportionate amount of the EDC levied by DTCP [as on the date of grant of LOI issued by DTCP is @ Rs. 431/- per sq foot and is exclusive of the Sale Consideration.
- (ii) The Allottee(s) understands and undertakes that in the eventuality of any increase or enhancement (including an increase with retrospective effect i.e. [from the date of issuance of the LOI issued by DTCP]) in the EDC, the same shall be payable by the Allottee(s) on pro rata basis of the super area of the Commercial Space. Any failure of the Allottee(s) to discharge the payment of said EDC, shall entitle the Developer to terminate / cancel this Buyer's Agreement immediately without giving any notice to the Allottee(s). Thereafter, the Developer shall be free to deal with such Commercial Space in any manner whatsoever, without any objection, interference, obstruction or hindrance by the Allottee(s). The Allottee(s) further agrees that he/it would not be competent to challenge such termination/cancellation by the Developer due to default or non-payment of such increased / enhanced EDC and the Allottee(s) hereby specifically waives his/its right under equity and / or law to seek any remedy against the Developer under these circumstances. Notwithstanding anything to the contrary contained herein, upon such termination of this Buyer's Agreement. Developer at its sole discretion, after deduction of and retention of the earnest money together with all costs, expenses, taxes and service charges and all other necessary administrative, brokerage and other charges as maybe specified by the Developer or any other liability outstanding against the Allottee. The said amounts (net of all deductions, as specified above) shall be refunded (without any interest payments thereon) by the Developer to the Allottee.

(e) Infrastructure Development Charges

- (i) The proportionate amount of the IDC levied by DTCP [as on the date of execution hereof is @ Rs. 71/- per sq foot aggregating which are exclusive of the Sale Consideration. In the eventuality of the Allottee(s) failing to make payment of any increase or enhancement of IDC thereof, the consequences and rights of the Developer shall be same as stated in Clause 1.2 (d) (ii) above.

(f) Earnest Money

- (i) The Allottee(s) understands and agrees that out of the amount(s) paid / payable by the Allottee(s) towards the total Sale Consideration, the Developer shall treat initial 20% of the total Sale Consideration as earnest money ("**Earnest Money**") to ensure fulfillment of the terms and conditions as contained this Buyer's Agreement by the Allottee(s).

- (ii) The Allottee(s) hereby agrees that the Developer shall have the right to forfeit, out of the amounts paid / payable by him/ it, the Earnest Money along with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Developer to the brokers (in case of booking done through a broker) in the event of the failure of the Allottee(s) to perform his/its obligations or non-fulfillment of all / any of the terms and conditions set out in this Buyer's Agreement executed by the Allottee(s) or in the event of failure of the Allottee(s) to sign and return this Buyer's Agreement in its original form to the Developer within [thirty (30)] (check) days from the date of its dispatch by the Developer.
- (iii) The Allottee(s) agrees that the conditions for forfeiture of Earnest Money with the processing fee, any interest due or payable, any other amount of a non-refundable nature including brokerage paid by the Developer shall remain valid and effective till the execution and registration of the sale deed / conveyance deed for the Commercial Space and that the Allottee(s) hereby authorizes the Developer to effect such forfeiture without any notice to the Allottee(s) till such time.

(g) Preferential Location Charges

- (i) The proportionate amount of the preferential location charges ('PLC') for certain units in the Project would be charged as mentioned in Annexure -I and if the Allottee(s) opts for any such Unit, the PLC for the same shall be included in the Total Consideration payable by the Allottee(s) as set out in clause 1.2 (a) above for the said Unit.
- (ii) The Allottee(s) understands that if due to change in layout plan, the location of any Unit, whether preferentially located or otherwise is changed to any other preferential location, where the PLC are higher than the rate as mentioned hereinabove, then in such a case the Allottee(s) shall be liable to pay the PLC as per the revised PLC decided by the Company within thirty (30) days of any such communication received by the Allottee(s) in this regard.

However, if due to the change in the layout plan the Unit ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of PLC paid by the Allottee(s) without any interest and/or compensation and/or damages and/or costs of any nature whatsoever and such refund shall be adjusted in the following installment for the Unit.

2. COSTS AND EXPENSES

The Allottee agrees and undertakes to pay all additional amounts, including but not limited to any additional costs, expenses, operation of generator sets, deposits, electricity meter installation charges, distribution box installation charges, charges for bulk supply of electrical energy, installation of additional transformers, sub-stations or any transmission line in respect of the Commercial Complex, as demanded by the Developer and / or its nominee and / or the maintenance agency from time to time. Demand letter sent from time to time by the Developer shall be sent only as a matter of courtesy.

3. DELAY IN PAYMENTS

- (i) Notwithstanding anything contained in clause 27.1, in case of delay in making any payment herein by the Allottee(s), the Developer shall have the right to terminate this Buyer's Agreement immediately and forfeit Earnest Money, brokerage, pending interest, or any other dues / deposit of non refundable nature. The Developer shall also be entitled to charge interest @24% p.a. compounded at the time of every succeeding installment from the due date of installment, till the date of payment as per the Payment Plan. The Allottee(s) further agrees, acknowledges and undertakes that upon such termination of this Buyer's Agreement, the Allottee(s) shall have no right to claim a refund of the Earnest Money or other charges forfeited by the Developer and accordingly he/it shall forgo all his/its rights, title and claim in respect of the Earnest Money upon such termination.
- (ii) However, the Developer may in its sole discretion, waive its right to terminate this Buyer's Agreement, and enforce all the outstanding payments and seek specific performance of this Buyer's Agreement. In

such a case, the Parties agree that the possession of the Commercial Space will be handed over to the Allottee(s) only upon the payment of all outstanding dues, penalties along with interest, including payment of stamp duty and registration charges etc., by the Allottee(s) to the satisfaction of the Developer. It is strictly noted that failure in deposit of stamp duty, registration charges, legal charges and administration charges, mutation charges if any or any other charges etc before taking possession will be considered as failure in taking possession.

4. PERMITTED USE

- a). The Allottee(s) shall use the Commercial Space only for the commercial purpose and not for the personal gain and for other purposes as specified in this Buyer's Agreement and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or assets of the other occupants or equipments in the Commercial Complex or use the Commercial Space for any activity other than for office use and not put to use the Commercial Space for any immoral, illegal or hazardous activity which would in any manner jeopardize the Developer's goodwill or reputation. The Allottee's occupancy and use of the Commercial Space shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Commercial Complex. The Allottee(s) hereby agrees to indemnify the Developer, its directors, agents, servants, employees and representatives against any penal action, damages or loss losses and such other costs and expenses which may arise due to misuse of the Commercial Space for which the Allottee(s) shall be solely responsible. If the Allottee(s) uses or permits the use of the Commercial Space for any purpose other than as provided for in this Buyer's Agreement, then the Developer / maintenance agency appointed by the Developer may send a notice to the Allottee(s) to rectify/ cure the defect within a period of [ten (10)] days and use the Commercial Space in accordance with the terms as stated in this Buyer's Agreement. The Developer/ Maintenance Agency will also be entitled to disconnect the water and electricity connection of the defaulting Allottee(s) in case the default is not cured by the Allottee(s) within aforesaid [ten (10)] days time period. Notwithstanding anything else contained herein, the Developer shall have the right, in the event of the Allottee(s) failing to cure the default under this clause within a period of [ten] days, in its sole and absolute discretion, to cancel the allotment of the Commercial Space to the Allottee(s) and terminate this Buyer's Agreement immediately.

5. PLANS AND CONSTRUCTION

- (a) The Allottee(s) represents that he/it has seen, reviewed and accepted the Payment Plan, tentative plans / typical floor plan / site plan as provided in Annexure – II, Annexure - IV and tentative specifications as also Developer provided in Annexure-V of this Buyer's Agreement. The Allottee(s) agrees and acknowledges that the same are subject to change as per the directions issued by DTCP, if any and/or HUDA guidelines. Any up gradation in specification and amenities provided by the developer or due to any reason by virtue of statutory requirement or government/statutory body's order/notification shall be payable extra by you over and above the basic sale price.
- (b) The construction of the Commercial Space in the Commercial Complex, including the materials, equipments and fixtures to be installed therein shall be substantially in accordance with the tentative specifications as given in Annexure -V, subject to the rights of the Developer to amend such specifications in order to substitute materials and equipment or fixtures of similar quality or subject to any direction from competent authority and / or the architect and Allottee(s) hereby agrees to this condition.

6. ALTERATIONS/ MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

- (a) The Allottee(s) hereby consents and agrees that he/it shall raise no objection in the event the Developer, at its sole option and discretion till the grant of an occupation certificate, carries out any additions, alterations, deletions and design modifications, as it may consider necessary in its sole discretion and/or as directed by any competent authority and / or the architect. Such changes may include, but shall not be limited to, change in the building plans of the Commercial Space / tower /

floor plans, location, increase or decrease in super area, number of Commercial Spaces, floors, block or designs and specifications. However, this shall be without any prejudice to the rights of the Developer under clause 6 (c) & 17(i) hereunder to construct additional floors / additional spaces as sanctioned and approved by the competent authority.

- (b) If as a result of such changes, alterations, modifications etc. there is any change in the location, number, boundary or area of the Commercial Space, the Developer shall intimate the same to the Allottee(s) who shall not raise any objection to the same, provided that such changes in the area shall inter alia entail proportionate increase or decrease in the total Sale Consideration of the Commercial Space based on the original rate at which the Commercial Space was booked.
- (c) The Allottee(s) agrees and acknowledges that the Developer shall have the right to make additions to or put up additional structures in / upon the said Commercial Complex / tower / buildings as may be permitted by the competent authorities and such additional structures shall be the sole property of the Developer, which the Developer shall be entitled to dispose off in any manner, without any interference whatsoever on the part of the Allottee(s).
- (d) In case of any alteration / modification resulting in any increase or decrease in super area of the Commercial Space at any time prior to and upon the grant of occupation certificate, the Developer shall intimate the Allottee(s) in writing of such increase or decrease in super area thereof and the resultant change, if any, in the total Sale Consideration calculated as per the original rate of the Commercial Space. Further the Developer shall be entitled to raise additional demand in case of an increase in the super area of the Commercial Space, and the Allottee(s) shall be liable and bound to pay the same within [ten (10)] days of raising such demand by the Developer, failing which, the Allottee(s) shall, without prejudice to any other right of the Developer, be liable to pay delayed interest as per the terms set out in clause 3 (i) and clause 3 (ii). For any decrease in the super area, the said reduced amount shall stand adjusted in the subsequent installment(s) payable by the Allottee(s).
- (e) The Developer shall have the right, without approval of the Allottee(s) and / or any other occupants in the Commercial Complex to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Commercial space(s) within the Commercial Complex and the Allottee(s) agrees not to raise objections or make any claims on this account.

7. PROBABLE DATE OF COMPLETION

(a) Time of handing over the Possession

- (i) The probable date of completion of the Project shall be Thirty (30) months from the start of construction hereof, subject to force majeure or/and any other reason beyond the control of Developer, subject to the all Allottee(s) having strictly complied with all the terms and conditions of this Buyer's Agreement and not being in default under any provisions of the same and all amounts due and payable by the Allottee(s) under this Buyer's Agreement having been paid in time to the Developer, The Developer immediately upon the receipt of OC/CC, shall give notice to the Allottee(s), in writing, to take possession of the Commercial Spaces for his/its fit-outs and occupation and use ("Notice of Possession"), on furnishing certain documents by the Allottee(s).
- (ii) The Allottee(s) agrees and understands that the Developer shall be entitled to a grace period of one hundred and Eighty (180) days over and above the period more particularly specified here-in-above in sub-clause (a)(i) of clause 7, for completion of the Project.
- (b) Subject to Clause 37 and notwithstanding anything contained in sub-clause (a) of clause 7 and clause 8, in the following circumstances, the date of completion of project shall get extended accordingly:
 - (i) If, the completion of the Commercial Complex, including the Commercial Space, is delayed by reason of non-availability of steel and / or cement or other building materials, or water supply or electric power or on account of any force- majeure event or due to delay in sanction of any revised building / zoning plans, due to any restriction from Govt. / statutory authority or for any other reasons beyond the control

of the Developer, then the Allottee(s) agrees that the Developer shall be entitled to a reasonable extension of time for handing over of the possession of the said Commercial Space.

- (ii) The Developer, as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of this Buyer's Agreement or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the construction of the Commercial Complex and this Buyer's Agreement for such period as it may consider expedient. The Allottee(s) agrees not to claim compensation of any nature whatsoever under this Buyer's Agreement for the period of suspension of the construction of the Commercial Complex and this Buyer's Agreement.
- (iii) If as a result of any law that may be passed by any legislature or rule, regulation or judicial order or notification that may be made and / or issued by the government or any other authority including a municipal authority or on account of delay in sanctioning of plans or any other sanctions or approval for development or issuance of occupation certificate by appropriate authorities or any reason whatsoever it may be, or due to force majeure the Developer is not in a position to hand over the possession of the Commercial Space within the stipulated time, then the Developer may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and / or efficacy of such legislation, rule, judicial order or notification by moving a petition before the appropriate court(s), tribunal(s) and / or authority. In such a situation, the money(ies) paid by the Allottee(s) in pursuance of this Buyer's Agreement shall continue to remain with the Developer and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Buyer's Agreement, it being specifically agreed that this Buyer's Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority(ies). However, the Allottee(s) may, if he / it so desires, become a party along with the Developer in such litigation to protect Allottee(s) individual rights arising under this Buyer's Agreement.
- (iv) Further, in the event the Developer succeeds in its challenge to the impugned legislation, rule, regulation or order or any reason whatsoever it may be, as the case may be, it is hereby agreed that this Buyer's Agreement shall stand revised and the Parties shall be liable to fulfill their respective obligations as provided in this Buyer's Agreement.
- (v) However, in the event the aforesaid challenge by the Developer to the impugned legislation, order, rule or regulation does not succeed and the said legislation, order, rule, of regulation becomes final, absolute and binding or any reason whatsoever it may be, causing the Project abandoned, the Developer will refund the money(ies) paid by the Allottee(s) in pursuance of this Buyer's Agreement [along with an interest calculated at [9 %] p.a (simple interest) on the amount(s) paid by the Allottee(s) for such period of delay], after making payments of the statutory dues and secured creditors and after deducting interest on delayed payments, processing fee etc and any other expenses attributable to the said Commercial Space. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer under or in relation to this Buyer's Agreement.
- (vi) That the Allottee(s) agrees and accepts that in case of any default / delay in payment as per the Payment Plan, the date of handing over of the possession of the Commercial Space to the Allottee(s) shall be extended accordingly solely on the Developer's discretion till the payment of all outstanding amounts, including the applicable interest, to the satisfaction of the Developer.
- (c) The Parties agree and acknowledge that the Super Area of the unit is subject to variation and change to maximum extent of $\pm 10\%$, at the time of the offer of possession of the unit to the Allottee, and the charges in relation to the same will be payable / adjusted as specified hereinabove. No claim, demand, suit and / or litigation, shall be raised by the Allottee in relation to such variation in the Super Area, and the Allottee hereby waives all rights in relation to the same.

8. PROCEDURE FOR TAKING POSSESSION

- (a) Within a period of [30] days from the date of Notice of Possession sent by the Developer, the Allottee(s) take possession of the Commercial Space in the Commercial Complex from the Developer by executing necessary indemnities, undertakings, and such other documentation as the

Developer may prescribe. The Developer shall, after satisfactory execution of such documents and payment by the Allottee(s) of all the dues under this Buyer's Agreement including the payment towards stamp duty and registration charges, permit the Allottee(s) to occupy the Commercial Space, on the terms and conditions contained in this Buyer's Agreement. If the Allottee(s) fails to take possession of the Commercial Space as aforesaid within the time limit prescribed by the Developer in herein, then the said Commercial Space shall lie at the risk, responsibility and cost of the Allottee(s) in relation to all the outgoing cess, taxes, levies etc and the Developer shall have no liability or concern thereof and further the Developer shall also be entitled to holding charges as provided under clause 10.1(a).

- (b) Subject to the Allottee(s) making all payments under this Buyer's Agreement to the satisfaction of the Developer, the Developer shall prepare and execute along with the Allottee(s) a conveyance/sale deed to convey the title of the Commercial Space in favor of Allottee(s) but after payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Buyer's Agreement or as demanded by the Developer from time to time prior to the execution of the conveyance deed. The Developer will make reasonable efforts to get the conveyance deed registered within a reasonable time as per rules / direction of Law in force. The all charges related to property, including but not limited to all demand from any Govt. department / statutory authority, Any/all tax(es), stamp duty, registration charges and legal charges for registration of this present agreement or registration of Sub-Lease Deed will be the sole responsibility of Allottee and shall be payable by the Allottee only. If Allottee fails to pay any demand, tax, duty, stamp duty and get this Agreement, or conveyance deed registered, any charges/penalty/damages/levy/interest in this regard will be sole responsibility of Allottee only.
- (c) The Allottee(s) agrees that if he/it is in default of any of the payments as afore-stated, then the Developer shall have the right to withhold the execution and registration of the conveyance / sale deed in his / its favor till full and final settlement of all dues to the Developer to its satisfaction is made by the Allottee(s). The Allottee(s) undertakes to execute conveyance / sale deed within the time stipulated by the Developer in its written notice, failing which the Allottee(s) authorizes the Developer to cancel the allotment and terminate this Buyer's Agreement in terms of Clause 10 of this Buyer's Agreement and to forfeit Earnest Money, brokerage amount paid, if any, processing fee, interest on delayed payment, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount deposited by the Allottee(s) without any interest in the manner prescribed in Clause 27.
- (d) The Allottee(s) shall be solely responsible and liable for compliance of all applicable laws including but not limited to the Act, Transfer of Property Act, 1882, the provisions of Indian Stamp Act, 1899 (or any modification or amendments thereof), including any actions taken or penalties imposed by the competent authority(ies). The Allottee(s) further undertakes to indemnify and keep and hold the Developer, its employees, directors, servants, agents and representatives indemnified and harmless against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Developer, for non-compliance with any provisions of law in respect of the Commercial Space.

9. COMPENSATION

- (a) Subject to the Allottee(s) having complied with its obligations under this Agreement, including but not limited to timely payment of the Consideration and other charges as per the Payment Plan opted without any default during the payment tenure by the Allottee(s), in the event of any willful delay in handing over the possession subject to force majeure and/or any situation beyond the control of Developer, the Allottee(s) may demand an interest calculated at [9 %] pa. (simple interest) on the amount(s) paid by the Allottee(s), for such period of delay, Subject to the Buyer having fulfilled all his liabilities / obligation towards payment of sale consideration and other dues etc without any default or delay. The Company will appropriately process such a claim and the same will be paid post possession. It is further clarified that the above said delay charges claim shall be payable, subject to receipt of a written demand by the Allottee.
- (b) The Allottee(s) agrees and understands that the compensation as mentioned hereinabove, that may become payable to the Allottee(s), will be paid only if the Allottee(s) has not defaulted and or

breached the terms of this Buyer's Agreement or defaulted in payments as per the Payment Plan and had maintained his account in good order.

- (c) Notwithstanding anything contained hereinabove or elsewhere in this Buyer's Agreement, in the event if there is delay in handing over possession to the Allottee(s) due to the delay or non-receipt of the occupation certificate, completion certificate and / or any other permission / sanction from the competent authorities, then in such an event no such delayed interest and / or any other compensation shall be payable to the Allottee(s) by the Developer.

10. FAILURE TO TAKE POSSESSION

- 10.1 It is agreed by the Allottee(s) that in the event of the failure of the Allottee(s) to take the possession of the Commercial Space in the manner as aforesaid in Clause 8, the Developer shall have the option to cancel this Buyer's Agreement and avail the remedies as stipulated herein in this Agreement, in the event of defaults and consequences of this Buyer's Agreement or the Developer may without prejudice to its rights under any of the clauses of this Buyer's Agreement and at its sole discretion decide to condone the delay by the Allottee(s) in taking over the possession of the Commercial Space in the manner as stated in this clause on the condition that the Allottee(s) shall pay to the Developer the Holding charges @ Rs.30/- per sq ft. of the super area of the Commercial Space per month for the entire period of such delay. Applicable Common Area Maintenance Charges per sq. ft. per month for the maintenance charges per quarter in advance shall be paid by Allottee from the date the Allottee(s) was supposed to take possession. Minimum electric charges (fix charges) per KVA along with 25% additional administrative charges over it shall also be paid by the Allottee. Any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Applicant, Delayed payment interest as set out in clause -3 -Delay in payments. It is agreed by Allottee(s) that the Developer also has the right to withhold conveyance or handing over for occupation and use of the Commercial Space, till the time charges with applicable overdue interests, are fully paid by the Allottee(s).
- 10.2 It is agreed by the Allottee(s) that the charges as stipulated in clause 10.1 (a) shall be a distinct charge and shall be in addition to maintenance charges, minimum electric charges (fix charges) or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Allottee(s). Further, the Allottee(s) agrees that in the event of his/its failure to take possession of the Commercial Space within the time stipulated by the Developer in its Notice of Possession, the Allottee(s) shall have no right or any claim in respect of any item of work in the said Commercial Space which the Allottee(s) may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that the Allottee(s) shall be deemed to have been fully satisfied in all matters concerning construction work related to the Commercial Space in the Commercial Complex.

11. PARKING SPACE

- (a) The Allottee(s) agrees and understands that the Developer shall grant an exclusive right to use one car park space allotted by the Developer in the Commercial Complex, at the cost as mentioned in Annexure-I, which is included in the Sale Consideration. The Allottee(s) agrees and understands that the car park space assigned to the Allottee(s) is appurtenant to the Commercial Space and the same shall not have any independent legal entity, detached or independent, from the Commercial Space.
- (b) It is agreed between the parties that the Allottee(s) shall not have any title, ownership rights over the said parking(s), and shall have only a right to use the parking for parking purpose only which shall stand automatically transferred together with any sale / transfer of the unit. The Allottee(s) undertakes not to sell, transfer, and deal with such parking space independent of the Commercial Space. In case the Allottee(s) has applied for and has been allotted an additional parking space, at such rate as may be determined by the Developer, then the same shall also be subject to the condition set out hereinabove. However, such additional parking space can only be transferred to any other Allottee(s) in the Commercial Complex only with the prior approval of the Developer.
- (c) The Allottee(s) undertakes to park his/ its vehicle(s) in the parking space specifically allotted to him/it along with the Commercial Space and nowhere else in the Commercial Complex. The Allottee(s) further agrees and understands that the Allottee(s) shall not be entitled to use any other areas in the

Commercial Complex reserved for services, maintenance staff etc. for parking his/ its vehicles or for any other usage.

- (d) The Allottee(s) agrees and understands that the parking spaces in the Commercial Complex shall not form part of common areas and facilities of the Commercial Space for the purpose of the declaration to be filed by the Developer under Haryana Apartment Ownership Act, 1983 (hereinafter referred to as the "Act") as amended from time to time. The Allottee(s) agrees and confirms that the parking space shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, re-possession etc. of the Commercial Space, under any of the provisions of this Buyer's Agreement or otherwise.

12. TAXES

- (i) The Allottee(s) agrees and undertakes to pay on demand all rates, taxes, charges, and all other dues or cess of all / any kind whatsoever, escalation in price subject to force majeure, applicable service tax, property tax or any other tax related to premises, unit, construction etc if applicable, whether levied or leviable, now or in future, on the Commercial Complex, or in relation to sale of the Commercial Space, including electricity charges, water charges and any utility charges payable to the requisite authorities from the date of booking of the Commercial Space in the Commercial Complex and the same shall be paid by the Allottee in proportion to the super area of the said Commercial Space. Any upgradation in specification and amenities provided by the developer or due to any reason by virtue of statutory requirement or government/statutory body's order/notification shall be payable extra by you over and above the basic sale price. Such an apportionment shall be made by the Developer and / or its nominee and / or the nominated maintenance agency, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).
- (ii) If such charges / taxes / escalation in price subject to force majeure, are increased (including with retrospective effect) after the conveyance / sale deed has been executed, then these charges/taxes shall be treated as unpaid portion of total Sale Consideration of the Commercial Space in the Commercial Complex and the Developer shall have lien on the Commercial Space of the Allottee(s) for the recovery of such charges/taxes with retrospective effect.
- (iv) Further, the Allottee(s) shall be liable to pay property tax, fire fighting tax or any other fee or cess, as and when levied by a local body/ authority. Till the time the Commercial Space in the Commercial Complex is not separately assessed to such tax, fee or cess, the same shall be paid by the Allottee(s) on pro-rata basis, as determined by the Developer and / or its nominee and / or maintenance agency and the same shall be final and binding upon the Allottee(s) with retrospective effect.
- (v) Without prejudice to the generality of the above, in case any tax or levy is imposed by the government or any local authority including without limitation in the form of VAT (i.e. value added tax) or service tax on amount payable in relation to sale of the Commercial Space and on any charges payable by the Allottee(s) to the Developer and / or maintenance agency and / or its nominee or any other supplier of utilities and services in terms of this Buyer's Agreement, the same shall also be payable by the Allottee(s) from the date of its applicability and the Allottee(s) agrees and undertakes to keep the Developer fully harmless and indemnified in respect of such liability.

13. MAINTENANCE AFTER POSSESSION

- (a) The Allottee(s) shall, after taking possession of the Commercial Space, be solely responsible to maintain the said Commercial Space at his / its own cost, in a good condition and shall not do or cause to be done anything in or to the said Commercial Space in the Commercial Complex, or the staircases, lifts, common passages corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Commercial Space. It has been further agreed by the Allottee(s) to keep the Commercial Space, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good, tenable and proper condition and ensure that the support, shelter etc. of the tower or pertaining to the said Commercial Complex in which the Commercial Space is located is not in any way damaged or jeopardized. In case of any violation of this clause by the Allottee(s), he/it shall indemnify the

Developer, its directors, agents, servants, employees and representatives for any/all such loss/damage suffered by the Developer, due to such violation.

- (b) The Allottee(s) shall not change the color scheme of the outer walls, facade or painting of the exterior side of the doors and windows etc or carry out any change in the exterior elevation or design. The non-observance of the provisions of this clause shall entitle the Developer or the maintenance agency to enter the Commercial Space, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (c) That the Allottee(s) recognizes and assents to the fact that the Commercial Space in the Commercial Complex is being serviced by the maintenance agency as appointed by the Developer and that any external agency would be detrimental to the interests of the Commercial Complex's maintenance and upkeep.

14. ALLOTTEE SHALL HAVE NO CLAIM AGAINST PROMOTER AFTER TAKING POSSESSION

- i). Upon possession of the **Unit** being given to the **ALLOTTEE**, he shall have no claim against the **DEVELOPER** as to any item of work, quality of works, materials, installations etc, in the said **Unit** or any other ground whatsoever and the claim, if any, shall be deemed to have been waived. All such complaints, defect, if any, are to be got removed by the **ALLOTTEE** from the **DEVELOPER** before taking possession. If after taking over the possession of **Unit**, any leakage/damage occurs then it will be the absolute responsibility of the **ALLOTTEE** himself to get done the repairs of his portion at his own cost. The **DEVELOPER** will not be responsible under any circumstances whatsoever.
- ii). The **DEVELOPER** shall in no way be held responsible, or liable for any damage, loss etc. to the said **Unit** or THE COMMERCIAL COMPLEX or any harm, injury etc. to the **ALLOTTEE/OCCUPIER**, visitor or user thereof whatever may be the cause after possession of any of **Unit** handed over to the **ALLOTTEE**.

15. RULES AND BYE-LAWS

Notwithstanding anything to the contrary contained herein, Allottee(s) shall be subject to Rules and Byelaws of Complex and all amendments, made by the Developer / Maintenance Agency from time to time. It is hereby clarified that the Allottee(s) ownership rights and right to use and occupy the Unit shall be in accordance with, and be subject to and subordinate in all respects to the provisions of the rules and byelaws of complex and to such other rules and regulations as the Developer may from time to time promulgate.

16. HARYANA APARTMENT OWNERSHIP ACT, 1983

- (a) The Allottee(s) hereby confirms and assures the Developer that prior to entering this Buyer's Agreement he/it has read and understood the Act and its implications thereof in relation to the various provisions of this Buyer's Agreement and the Allottee(s) is in full agreement with the provisions of this Buyer's Agreement in relation to the Act and shall at all times comply, as and when applicable and from time to time, with the provisions of the Act or any other laws dealing with the matter.
- (b) The common areas and facilities and the undivided interest of the Allottee(s) in the common areas and facilities as specified by the Developer in the declaration which may be filed by the Developer in compliance with the Act, shall be conclusive and binding upon the Allottee(s) and the Allottee(s) agrees and confirms that his/ its right, title and interest in the Commercial Space in the Commercial Complex shall be limited to and governed by what is specified by the Developer in the declaration, which shall be in strict consonance with this Buyer's Agreement.

17. RESIDUARY RIGHTS OF THE COMPANY

- i). That even after Allotment / assignment of the Developer's right in favour of its nominee including Body or Association of the Allottee(s), the Developer will continue to have as before, the right to make additions, raise storeys or put up additional structures in the Building comprising the complex, as may be permitted by the competent authorities and such additional structures and storeys shall be the sole property of the Developer which the Developer will be entitled to dispose off in any way it chooses, without any interference on the part of the Allottee(s) individually or with one or more of the rest of the Allottee(s) and the Allottee(s) hereby consents to the same. The Developer at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / storeys with the existing electric, water, sanitary and drainage sources. Further, all the terraces of the Building including the parapet walls of the terraces and parking areas in the basement have not been included in the super area allotted to the Allottee(s) and shall always be the property of the Developer and all the Allottee(s) in the said Building shall be subject to the aforesaid rights of the Developer. The Developer shall be entitled to use the said terraces including the parapet walls for all purposes including the display of advertisements and signboards or operation of Open Air Restaurants or any other use and the Developer will always have right of easement to the roof, parapet walls, etc.
- ii). That it is clearly understood and agreed by and between the parties hereto that the Developer shall have the unqualified and unfettered right to assign or lease the space in the atrium to anyone of its choice or use the space in the atrium as deemed fit and the Allottee(s) shall not be entitled to raise any objection or claim any compensation on that account.
- iii). The Developer alone shall have the right & be entitled to get the refund of various securities deposited by the Developer during or after the construction of the building with various Government Authorities.
- iv). Except for the floor area allotted, all the residuary rights in the said plot of land and the building shall vest with the Developer.
- v). Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the area of the premise comprised in a unit, it is specifically made clear that it is only the inner space in the unit/ premises that has been agreed to be allotted and the inclusion of the common areas in the computation does not give any interest or right therein as such to the Allottee(s), except as provided hereunder. It is however, agreed that if the maintenance and upkeep charges are paid regularly by the Allottee(s), the Allottee(s) will have a right to use the common facilities as agreed herein. In default of such payment, it shall not be open to the Allottee(s) to claim any right of use of common facilities, and no such right has been agreed to be Allotted to the Allottee(s) (unless as agreed herein). Further, if the Allottee(s) commits any breach of any of the covenants herein, no right of use of common facilities shall be permitted until the breach is rectified and the Developer or any other body or association in-charge / appointed for the purpose are assured that there will be no future repetition of such breach.
- vi). Roof Right: Right over the area of open roof will be considered as the roof right. Roof right will not be included in the common area / super area and will remain with the Developer under the residuary right and which can be used by the Developer as per his discretion.
- vii). Basement Right: Right over the basement will be considered as the basement right, it will not be included in the common area / super area, it will remain with the Developer under the residuary right which can be used by the Developer as per his discretion.

18. LOAN/ FINANCE

The Developer shall have the right and authority to raise finance, loan from any financial institution / bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge / mortgage of the Commercial Space / tower / building / Commercial Complex, subject to the condition that the Commercial Space shall be free and clear of all encumbrances, lien and charges at the time of execution of conveyance / sale deed. Subject to the undertaking above, such financial institution / bank shall always have the first charge on the said Commercial Space for all their dues.

19. LEASE OF OPEN SPACE ON THE ROOFTOP

The Developer reserves the right to give on lease/ license or hire any part of the roof top/ terraces above the top floor, including terraces forming a part of Commercial Space of the Commercial Complex for installation and operation of antenna, satellite dishes, communication towers, or other microwave equipment / v-sat link equipment / tower / other communication equipment or to use, hire, lease the same for advertisement purposes and the Allottee(s) agrees that he/ it shall not object to the same and make any claims on this account.

20. SALE DEED

The sale deed / conveyance deed shall be executed and got registered in favor of the Allottee(s) within _____ months from the date of receipt of occupation certificate , full Sale Consideration, including but not limited to PLC, additional EDC, additional IDC, if any, delayed payment charges, interest and other charges as reserved herein in this Buyer's Agreement along with the compliances of all other terms and condition of this Buyer's Agreement by the Allottee(s). The cost of stamp duty, registration charges, and other incidental charges and expenses will be borne by the Allottee(s) in addition to the full Sale Consideration of the Commercial Space, as and when demanded by the Developer. The Allottee(s) shall also bear all duties, taxes and charges that may be levied by the government on this Buyer's Agreement. The Allottee(s) may, with the prior approval of the Developer, raise and or avail loan from banks for this purpose only. For sake of clarity, the Developer herein specifies and the Allottee(s) hereto agrees that the stamp duty shall be payable on the total Sale Consideration, car parking charges and any amount of enhancements towards EDC and IDC, which takes place subsequent to the execution hereof. The Allottee(s) agrees that the provisions of this Buyer's Agreement are and shall continue to be subject of and subordinate to the lien or any mortgage heretofore or hereafter made / created by the Developer and any payments or expenses already made or incurred, or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto, or to protect the security thereof, to the fullest extent. Such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Commercial Space or excuse the Allottee(s) from completing the payment of the total Sale Consideration of the said Commercial Space or performing all the Allottee(s) other obligations hereunder or be the basis of any claim or liability against of the Developer. If Allottee fails to get the sale deed registered the Developer shall have right to execute the sale deed unilaterally and the Developer shall have right to retain the original sale deed and recover the expenses incurred (which shall be considered as unpaid part of sale consideration) including but not limited towards the stamp duly, registration, legal and administrative expenses. The Developer shall also have the right to lease out the premises to recover its dues. The Allottee subrogates all his/her/its rights in favor of the Developer for the same.

21. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

- (a) The Developer represents that it is entitled to enter into this Buyer's Agreement and to transfer the right, title and interest and or alienate any portion of the Commercial Complex constructed or to be constructed upon by way of sale, lease, conveyance, mortgage, and / or handing over possession including, but not limited to, executing all documents such as allotment letters, sale deed/conveyance deed etc in favour of the intending purchasers / Allottee(s).
- (b) The Developer represents and the Allottee(s) specifically agrees and acknowledges that the building plans in respect of the Commercial Complex have been approved by DTCP vide memo no ZP-892/ AD (RA) / 2013/ 47504 dated 30.07.2013. The Developer represents and the Allottee(s) specifically agrees and acknowledges that the performance by the Developer of its obligation under this Buyer's Agreement is contingent upon such approval being subsequently, maintained and remaining valid and any subsequent amendments, additions, alterations and modifications in the building plans, as may be made by or at instance of the relevant authorities and / or the Developer and approved by the DTCP/ DTP, Haryana, from time to time.

- (c) The Developer represents and clarifies to the Allottee(s) that the building plans and the floor plans have been prepared on the basis of the guidelines issued by the DTCP / Haryana Urban Development Authority (HUDA) and while preparing the building plans and the floor plans, all the essential requirements as per the applicable law have been complied with. However, in case the DTCP or HUDA or the relevant state government authorities direct to make any additions or alterations, the Developer shall carry out the same in accordance with law.

22. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee(s) covenants, represents, agrees, declares and undertakes to the Developer that:

- (a) The Allottee(s) has read and understood the Act and its implications thereof in relation to the various provisions of this Buyer's Agreement and further confirms that the Allottee(s) is and shall remain in full consensus with the provisions of this Buyer's Agreement in relation to the Act and shall at all times comply with the provisions of the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- (b) The Allottee(s) has understood that the Developer may nominate any agency/maintenance /BOI as a property manager to maintain the common facilities / common area in accordance with the Act and the rules framed there-under, as and when the same are made applicable to the Commercial Space in the Commercial Complex or under the provision of any other law that may be applicable to the Commercial Space in the said Commercial Complex.
- (c) The Allottee(s) confirms that he/it has read, understood and agrees to definition of the super area as stated in Annexure III hereof and the Allottee(s) assures the Developer that the Allottee(s) shall not raise any dispute or make any claim in this regard at a later date. Further Allottee confirm, assure undertake that he is well aware that any structural column inside the premises (if any) shall be considered as part of his/her premises and counted in the covered/carpet area of the premises. The Allottee shall not raise any objection or claim deduction of area of column
- (d) The Allottee(s) shall become a member of any association / society of Allottee(s) as may be formed by the Developer on behalf of Allottee(s) of the Commercial spaces in the Commercial Complex as stipulated under law for the time being in force and shall pay any fees, membership of subscription charges and shall complete such documentation and formalities as may be deemed necessary by the Developer for this purpose.
- (e) The Allottee(s) understands that performance by the Developer of its obligations under this Buyer's Agreement is subject to any additions, alterations or modifications, subsequent amendments thereof etc., in the plans as made by the Developer and approved by the DTCP and any other competent authorities.
- (f) The Allottee(s) has full knowledge of the applicable laws, notifications, statutes, rules and regulations applicable to the Commercial Space, Land and Commercial Complex. The Allottee(s) has carried out physical inspection of the Plot and the sanctioned lay out plans, licenses, ownership records, etc. of the said Plot and other documents relating to the rights and competency of the Developer to develop the Project/ Commercial Complex and has further agreed that the Plot shall be subject to the provisions of the Act or any statutory enactments or modifications thereof. The Allottee(s) further acknowledges that the Developer has readily provided all information/ clarification required by him/it in this regard. The Allottee(s) further agrees that he/it shall not demand or raise any objections in this regard at any time whatsoever hereinafter. The Allottee(s) has also perused and is fully satisfied with the maintenance services to be provided to them which are mentioned in the Maintenance Agreement.
- (g) The Allottee(s) is aware of the terms and conditions contained in this Buyer's Agreement and that he/ it has clearly read and understood his/ its rights, duties, responsibilities, obligations under each and all the clauses of this Buyer's Agreement and undertake to abide by and adhere to the same at all times. The Developer reserves right to change any of the terms and conditions. The

Allottee agrees to abide by the same failing which Allottee shall be liable to indemnify the developer.

- (h) The Allottee(s) confirms that he/ it has not relied upon and is not influenced by any architects plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Developer, its selling agents/brokers or otherwise including, but not limited to, any representations relating to description or physical condition of the Commercial Space or the size or dimensions of the Commercial Space or any other physical characteristics thereof, the services to be provided to the Allottee(s), the estimated facilities/amenities to be made available to the Allottee(s), or any other data except as specifically represented and referred to in this Buyer's Agreement.
- (i) The Allottee(s) is/are entering into this Buyer's Agreement for the allotment of the Commercial Space with the full knowledge of all applicable laws, rules, regulations and notifications applicable to the Commercial Space and the Commercial Complex and hereby undertakes to comply with and carry out, from time to time after he/it has taken over for occupation and use the said Commercial Space, all the requirements, requisitions and demands which are required to be complied with by any development authority/ municipal authority/ government or any other competent authority in respect of the said Commercial Space and the Commercial Complex and / or the Plot on which the Commercial Complex is situated at his/ its own cost. The Allottee(s) shall at all times indemnify and keep and hold the Developer and its directors / employees / associates, agents etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- (j) The Allottee(s) confirms and undertakes that in no event he/it shall put on display or put any placard of any merchandise in the common corridors, central courtyard and/or any commonly used areas of the Commercial Complex except at a specified area, if any, demarcated for the said purpose by the Developer or the Maintenance Agency with the due and prior permission of the Developer / Maintenance Agency.
- (k) The Allottee(s) having the Commercial Space on the ground and first floor of the Commercial Complex undertakes and confirms that he/it shall not use and shall not permit any of his/its transferees to utilize the Commercial Space for any activity which requires exhaust for smoke and/or cooking, without obtaining prior written approval from the Developer.
- (l) If the Allottee(s) is non-resident Indian or a foreign national of Indian origin, then it shall be his/ its responsibility to fully comply with all the provisions of Foreign Exchange management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act"), any rules and / or guidelines made / issued there-under and all other applicable laws including those relating to remittance of payment, acquisition / sale/ transfer of immovable properties in India. The Allottee(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and / or any rules or guidelines made there-under. The Allottee(s) shall indemnify and keep and hold the Developer and its directors / employees / associates, agents etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, charge, costs, expenses, etc due to such failure. In the event of the change of the residential status of the Allottee(s) subsequent to the execution of this Buyer's Agreement, they shall immediately intimate the same to the Developer and comply with necessary formalities, if any, under the applicable laws.
- (m) The Allottee(s) agrees that the Developer shall not be responsible towards any third party making payment / remittance on behalf of the Allottee(s) and such third party shall not have any right in the application / allotment of the Commercial Space applied for herein, in any way. The Developer shall be issuing the payment receipts in respect of payments received under this Buyer's Agreement in favor of the Allottee(s) only.
- (n) The Allottee(s) agrees to abide by and comply with the bye-laws or building rules or such rules and notifications issued from time to time by the Developer or the designated maintenance agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Commercial

Complex and the Commercial Space. Any non-compliance with such bye laws, rules and notifications would be deemed to be an event of default under this Buyer's Agreement.

- (o) This Buyer's Agreement shall constitute a legal and binding obligation upon the Allottee(s), enforceable against him/it in accordance with its terms.
- (p) The execution of this Buyer's Agreement and the performance of the Allottee's obligations thereunder do not violate any governmental rule, permit, consent or any provision of the laws to which the Allottee(s) is subject to.
- (q) There is no action against the Allottee(s) outstanding, pending, or, to the knowledge of the Allottee(s), threatened or anticipated seeking to delay, limit, prevent, hinder or enjoin the performance of its obligations under this Buyer's Agreement.
- (r) The Allottee(s) is/are neither insolvent nor bankrupt, and is not the subject matter of any proceeding for its liquidation, winding up or dissolution, as applicable.
- (s) All information provided by the Allottee(s), whether stated herein or in any other document provided to the Developer, is true, complete and accurate to the best of his/its knowledge in all respect.
- (t) All necessary and applicable statutory approvals and permissions with respect to the business proposed to be carried out by the Allottee(s) in the Commercial Space have been validly obtained.
- (u) The Allottee further assures that if the buyer does not take possession of the unit on scheduled date for any reason, the Allottee shall be liable to pay holding charges @ 30/- per sq. ft. per month for the delayed period, after taking possession, buyer will be liable to pay Common Area Maintenance Charges herein whole agreement referred as CAM and other taxes/charges and other charges etc wef possession date.

23. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)

(a) Fire Safety

The Developer shall provide fire safety measures in the Commercial Complex as per the existing fire safety norms. If, however, due to any subsequent central or local legislation(s) / government regulations / order and or directives or any change in the existing guidelines it becomes obligatory on the Developer to undertake additional fire safety measures, the Allottee(s) agrees that he/it shall be liable to pay proportionate charges in respect thereof.

(b) Express Rights

Save and except in respect of the Commercial Space to be allotted, the Allottee(s) shall have no claim, right, title or interest of any nature whatsoever except the right of ingress / egress over or in respect of the Land, Commercial Complex, open spaces and all or any of the common areas and the common basement area of the Commercial Complex, the possession whereof shall always remain with the Developer / maintenance agency who will maintain and upkeep the same the provisions and the rules framed thereunder shall supersede and govern the rights and obligations of the Parties.

(c) Common Area Possession

The possession of the common area shall remain with the Developer who shall through the maintenance agency appointed by it, supervise the maintenance of and upkeep of the same.

(d) Electricity, Water and Sewerage Charges

- (i) The Allottee(s) shall be liable to pay to the Developer any charges /deposits required to be deposited /incurred towards installation of meter and /or distribution box.

- (ii) The electricity, water and sewerage charges shall be borne and paid by the Allottee(s). This will be over and above the sale consideration.
- (iii) The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer.
- (iv) The Allottee(s) undertakes to pay additionally to the Developer on demand the actual cost of the electricity, water and sewer consumption charges and / or any other charge which may be payable in respect of the said Commercial Space.
- (v) The Allottee(s) undertakes that it shall not apply to Dakshin Haryana Bijli Vitran Nigam ("DHBVN") or any other electricity supply Developer in his / its individual capacity for receiving any additional load of electricity other than that being provided by the Developer / maintenance agency. The Allottee(s) further agrees and confirms that in case of any demand of deposit or similar other charges for the bulk electricity supply by DHVPN, the same shall be borne by the Allottee(s) in proportion to the load of the said Commercial Space. The Allottee(s) shall also pay the meter hire charges as specified by the Developer at the time of possession.

(e) **Entry Regulations**

It is in the interest of the Allottee(s) to help maintenance agency in effectively keeping the Commercial Space in the Commercial Complex secured in all ways. For the purpose of security, the maintenance agency would be free to restrict and regulate the entry of visitors into the Commercial Complex and the Allottee agrees and undertakes that he/it shall raise no objection to the same.

(f) **Interior Maintenance and Insurance**

The Allottee(s) shall, with prior written approval and consent from the Developer, carry out all the work to be done in relation to the interiors and refurbish the Commercial Space at its own cost and expense and shall also have the right to change flooring, wall finish, install partitions, air-conditioning unit(s), other electrical or electronic appliances so long as the same does not affect the structure of the Commercial Complex / building / or cause any damage to the structure of the Commercial Space and Commercial Complex in any way. The Allottee(s) agrees and understands that the insurance and the interiors of the Commercial Space shall be his/ its responsibility and the Developer shall not in any case be held liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee(s), his/its agents, contractors or any one claiming under him/ it.

(g) **Signage**

The Allottee(s) agrees and undertakes that he/it shall not display any names address, signboard, advertisement material, billboards, hoarding, or advertisements etc on the external facade of the Commercial Space, tower and/or the Commercial Complex. The Allottee(s) would be permitted to place his/its name only at the designated place specified by the Developer in this regard and the Allottee(s) further confirms and understands that the decision of the Developer in this regard shall be final and binding upon the Allottee(s) and/or his/its nominees. The Allottee(s) shall not be permitted to change the unit front in any manner whatsoever.

(h) **Alterations in the Commercial Space**

- (i) The Allottee(s) shall not make any such additions or alterations in the Commercial Space so as to cause blockage or obstruction in the common areas and facilities within the Commercial Complex and / or to cause any structural damage or encroachment to the structure of the building(s) / tower in the Commercial Complex.
- (ii) The Allottee(s) shall not demolish any structure of the Commercial Space or any portion of the same or cause to make any new construction in the Commercial Space without the prior approval and

consent of the Developer. The Allottee(s) further undertakes that he/it shall not divide/sub-divide the Commercial Space in any manner. The Allottee(s) shall not change the color and structure of the external facade of the Commercial Space in any way whatsoever.

(i) Registration of Address

In case of joint allotment, all communication, demand notices etc. shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by him/ it, which shall for all purposes, be considered as served on all the Allottee(s) and no separate communication shall be sent to the other named joint Allottee(s). Any consent and / or discharge by the first named Allottee(s) shall be deemed to be a valid discharge / consent on behalf of all other joint Allottee(s) to the Developer in relation to such Commercial Space. Further, It shall be the responsibility of the Allottee(s) to inform the Developer by registered post, acknowledgement due, about all subsequent changes in his/its address, if any, failing which all demands, notices and letters posted at the address as filled in the Application of the Allottee(s) shall be deemed to be the address for any correspondence.

(j) Permitted Use & No Nuisance and Annoyance

The Allottee(s) shall use the Unit for commercial purposes in accordance with the Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or assets of the other occupants or equipments in the Project / Commercial Complex or use the Unit for any activity other than for commercial purpose and not put to use the Unit for any immoral, illegal or hazardous activity which would in any manner jeopardize the Developer's goodwill or reputation and indemnify and keep and hold the Developer indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Allottee(s). The Allottee(s)' occupancy and use of the Unit shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Project / Commercial Complex.

24. BULK SUPPLY OF ELECTRICITY

- (i) The Allottee(s) herein undertakes to abide by all the conditions of the sanction of the bulk supply of electricity and undertake to pay proportionate share of all deposits or charges paid or payable by the Developer and / or maintenance agency, to whom the permission to receive and distribute bulk supply of electricity is granted, in accordance with the due dates of the same as communicated to the Allottee(s) by the Developer/ maintenance agency. Subject to the foregoing, Allottee(s) may be required by the Developer and / or maintenance agency to execute appropriate documents for such purposes, as may be deemed necessary by the Developer and / or any concerned authority and the Allottee(s) hereby undertakes to execute all such documents.

(ii) Power Backup

The Developer/maintenance agency shall install adequate equipment for power backup facility in common area and the other units/area at no additional installation cost to the Allottee(s). The said power back up facility shall be usage based and the Allottee(s) shall regularly pay his/its proportionate share of costs, charges, expenses etc. incurred by the maintenance agency in providing the same. It is accepted by the Allottee(s) that the availability of the said power back-up shall be on terms as may be specified by the Developer and / or maintenance agency. The Allottee(s) accepts that he/it shall not claim any damage / loss, whether direct or consequential, from the Developer / maintenance agency or body providing the same in the event of default on the part of the maintenance agency / association of owners / such body providing the same and / or low voltage, low frequency, inconsistent or non availability of the same, for reasons beyond the control of the Developer / maintenance agency / any other body providing the same.

25. The Allottee(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this Buyer's Agreement and to do all the acts, deeds and things as the Developer may require for safeguarding the interests of the Developer and other Allottee(s) in the Commercial Complex.

26. TIME IS THE ESSENCE

It is specifically and categorically understood and agreed by the Allottee(s) that time is the essence with respect to the Allottee(s) obligations to perform or observe all the other obligations of the Allottee(s) under this Buyer's Agreement and / or to pay the entire Sale Consideration along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Buyer's Agreement to be paid on or before due date or as and when demanded by the Developer, as the case may be.

27. EVENTS OF DEFAULTS AND CONSEQUENCES

27.1 It is specifically made clear to the Allottee(s) and the Allottee(s) hereby agrees, acknowledges and undertakes that the Allottee(s) shall perform, comply, abide with and adhere to all covenants and obligations required to be performed or complied with under this Buyer's Agreement. Any default, breach, or non-compliance of any of the terms and conditions of this Buyer's Agreement shall be deemed to be an event of default which shall be liable for consequences stipulated herein. The following are the events of default, which shall include but not be limited to the following:

- (a) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Buyer's Agreement or any other related document or agreement or to perform any other occupancy obligation, if any, set forth in this Buyer's Agreement or any other related agreement.
- (b) Failure to make the payment as per Payment Plan.
- (c) Failure to take over the Commercial Space for occupation and use within the time stipulated by the Developer in the Notice of Possession.
- (d) Failure to execute the conveyance / sale deed within the time stipulated by the Developer or the relevant authorities.
- (e) Failure to execute Maintenance Agreement and / or to pay on or before its due date the maintenance charges, maintenance security or any increases in respect thereof, as demanded by the Developer and / or its nominee and / or other body from time to time.
- (f) Pursuant to a request by the Developer, failure to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Developer or such association of Allottee(s), as the case may be.
- (g) Assignment of this Buyer's Agreement or any interest of the Allottee(s) in this Buyer's Agreement, without prior written consent of the Developer or without payment of transfer charges or not executing prescribed documents as asked by the Developer for any such transfer, as may be fixed by the Developer from time to time. Such assignment / transfer shall be treated as null and void in Developer record.
- (h) Dishonor / stoppage of payment of any cheque(s) including post dated cheques given by Allottee(s) for any reason whatsoever.
- (i) Sale / transfer / disposal / dealing with, in any manner, with the reserved parking space independent of the Commercial Space.
- (j) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Buyer's Agreement, any other undertaking, deed etc. as demanded by the Developer which, in the opinion of the Developer, amounts to an event of default and such opinion of the Developer shall be final and binding on the Allottee(s).
- (k) Any breach of any of the Allottee(s) obligations and duties under the Maintenance Agreement and any building rules as may be prescribed by the association / the Developer / maintenance agency in respect of the use and occupation of the Commercial Space.
- (l) If the Allottee becomes insolvent or bankrupt or if the Allottee(s) becomes subject matter of any proceeding for its liquidation, winding up or dissolution;
- (m) Breach of any of the representations and warranties of the Allottee(s) under this Buyer's Agreement.

27.2 Upon the occurrence of any of event(s) of default on the part of the Allottee(s) in respect of covenants and obligations under this Buyer's Agreement or Maintenance Agreement, or any violation of bye-laws / house / building rules as may be prescribed the Developer may:

- (a) In case the possession has not been handed over to the Allottee(s) due to the default envisaged under this clause-

- (i) The Developer may give notice to the Allottee(s) for rectifying the default within [fifteen (15)] days from the receipt of notice, ("**Default Notice**"). Unless and until the Allottee(s) rectifies the event of default within this time, the Developer shall not be obliged to execute a sale deed and the Allottee(s) shall be liable to pay charges as provided herein. The Allottee(s) specifically agrees and covenants that if the default is not cured / rectified within such [fifteen (15)] days, this Buyer's Agreement shall be automatically cancelled without any further notice or acts and the Developer shall have the right to forfeit the entire Earnest Money as specified in this Buyer's Agreement along with the processing fee, interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature as per clause 27.3(iii).
- (ii) The Allottee(s) agrees that upon cancellation of this Buyer's Agreement, the Developer shall be released and discharged of all liabilities and obligations under this Buyer's Agreement and the Developer shall have the right to resell the Commercial Space and the car parking space to any third party or deal with the same in any other manner as the Developer may in its sole and absolute discretion deem fit, as if this Buyer's Agreement had never been executed and without accounting to the Allottee(s) for any of the proceeds of such sale. It is clarified that after cancellation of this Buyer's Agreement, the Allottee(s) shall be left with no right, title, interest or lien over the Commercial Space and the parking space in any manner whatsoever.
- (iii) In the event of the Developer electing to cancel this Buyer's Agreement, the Developer will refund the amount received from the Allottee(s) after deducting the Earnest Money, along with processing fee and interest paid due or payable, any other amount of non-refundable nature including brokerage paid by the Developer to broker, but only after realising such refundable amount on further sale / resale of the Commercial Space to any other party. The Allottee(s) agrees that in such an event of cancellation, all refund shall be made only after realisation of such refundable amount on further sale / resale to sale of the Commercial Space to any other party. It is clarified that after refund of amount, the Allottee(s) shall be left with no right, title, interest or lien over the said Commercial Space and the parking space in any manner whatsoever. If the dues payable to the Developer exceeds the aggregate amount paid by the Allottee(s), the Developer shall take appropriate steps to recover such dues as it may deem fit in its sole discretion at the cost of Allottee(s).
- (b) In case the possession of the Commercial Space has been handed over to the Allottee(s), the Developer may send Default Notice to the Allottee(s) to cure / rectify the default within a period of fifteen (15) days. In case the default as stated in the Default Notice is not cured / rectified by the Allottee(s), the Allottee(s) shall be required to pay penalty @ Rs. 100/- (Rupees One Hundred Only) per square ft per month, as decided by the Developer, of the super area of the Commercial Space per day to the Developer till the time such default is not cured / rectified. The Developer shall also be entitled to disconnect the electricity / water connection, as also other amenities, of the defaulting Allottee(s) in case the default is not cured by the Allottee(s) within [fifteen (15)] days. The Allottee(s) also agrees and understands that the Developer shall have first charge / lien on the said Commercial Space in respect of any such non-payment of penalty / damages as stated above.

27.3 The exercise of above remedies is without prejudice to the other rights of the Developer as stated here under:

- (i) The Allottee(s) agrees that the Developer shall have the right to make additions to or put up additional structures in / upon the said Commercial Complex / tower / building or anywhere upon the said Land as may be permitted by the competent authorities. Such additional structures shall be the sole property of the Developer, which the Developer shall be entitled to dispose off in any way it chooses without any interference by the Allottee(s).
- (ii) The Allottee(s) agrees that the Developer, at its own cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary and drainage fittings. The Allottee(s) further agrees and undertakes that he/ it shall not object to the Developer constructing or continuing with the construction of the other building(s)/ blocks inside and / or outside / adjacent to the Commercial Complex or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Developer on the ground that the infrastructure required for the said Commercial Complex is not yet complete. Any violation of this condition in terms of breach, non-payment, defaults etc shall entitle the Developer to seek remedies provided under this Buyer's Agreement, including the cancellation of this Buyer's Agreement.

- (iii) The Allottee(s) agrees that upon such termination of this Buyer's Agreement, the Developer shall be released and discharged of all liabilities and obligations under the same and the Allottee(s) hereby authorises the Developer that the Commercial Space in the Commercial Complex may be sold to any other party by the Developer subsequent to the receipt of the cancellation notice or dealt in any other manner, as the Developer may, in its sole and absolute discretion, deem fit as if this Buyer's Agreement had never been executed and without accounting, to the Allottee(s), for any of the proceeds of such sale. In the event of the Developer electing to cancel this Buyer's Agreement, the Developer will refund the amount received from the Allottee(s) after deducting the amounts Earnest Money, alongwith processing fees and interest paid due or payable, any other amount of non-refundable nature including brokerage paid by developer to broker, but only after realizing such refundable amount on further sale/ resale to any other party. It is clarified here that after any such refund by the Developer to the Allottee(s) of the above-said amount, the Allottee(s) shall have no right or interest under this Buyer's Agreement in any manner whatsoever.

28. MAINTENANCE AGREEMENT

- (a) The Allottee(s) hereby agrees and undertakes that he/ it shall enter into a separate tripartite maintenance agreement and deposit the IFMSD as per demand of the maintenance agency as may be appointed or nominated by the Developer for the maintenance of the Commercial Complex and the common areas, therein ("**Maintenance Agreement**", the key terms and conditions of which are set out in the draft agreement Annexed hereto as Annexure VI).
- (b) The Allottee(s) agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Buyer's Agreement. The Allottee(s) hereby conveys his/ its no objection in respect of the right of the Developer to appoint or nominate the maintenance agency for the maintenance and upkeep of the Commercial Complex.

29. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Commercial Space and making of all payments in time under this Buyer's Agreement shall not be contingent on his/ its ability or competency to obtain such financing, and the Allottee(s) shall remain bound under this Buyer's Agreement, whether or not the Allottee(s) has been able to obtain financing for the purchase of the Commercial Space.

30. INSURANCE

The structure of the Commercial Complex shall be insured against fire, earthquake, riots and civil commotion, militant action etc., by the Developer or the maintenance agency, on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency. However, the contents inside the Commercial Space shall be insured by the Allottee(s) at his/its own cost. The cost of insuring the building structure of the Commercial Complex shall be recovered proportionately from the Allottee(s) as a part of the total maintenance charges and the Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Commercial Space or any part of the Commercial Complex or cause increased premium to be payable in respect thereof, failing which the Allottee(s) shall be solely responsible and liable.

31. BINDING EFFECT

- (a) Forwarding this Buyer's Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Buyer's Agreement with all the Annexures and Schedules along with the payment(s) due as stipulated in the Payment Plan at the address of the Developer within [thirty (30)] days from the date of dispatch by the Developer.
- (b) If the Allottee(s) fails to execute and deliver to the Developer this Buyer's Agreement within [thirty (30)] days from the date of its dispatch by the Developer, then the Application of the Allottee(s) shall be treated as cancelled and the Earnest Money paid by the Allottee(s) shall stand forfeited.

32. ASSIGNMENT

Subject to clause 23 (j), any interest of Allottee(s) herein shall not be assigned by the Allottee(s) without prior written consent of the Developer, which consent may be given or denied by the Developer in its sole discretion and shall be subject to all applicable laws and notifications or any government directions as may be in force and further shall be subject to this Buyer's Agreement and the terms, conditions and charges as the Developer may impose. For every transfer / assignment of ownership, an NOC is compulsory to be taken from the Developer and appropriate administrative transfer charges to be paid as fixed from time to time, on complying documentary formalities required by Developer. The Allottee(s) shall be solely responsible and liable for all legal, monetary and any other consequences that may arise from such assignment and the Developer shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee(s) in violation of this Buyer's Agreement shall be deemed to be an event of default on the part of Allottee(s) entitling the Developer to cancel this Buyer's Agreement and to avail of remedies as set forth in clause 27 hereof.

33. ENTIRE AGREEMENT

This Buyer's Agreement along with all its Annexures and Schedules is the only agreement touching upon the purchase of the Commercial Space by the Allottee(s) and constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Buyer's Agreement along with its Annexures supersedes any and all understandings, any other agreement, correspondences or arrangement whether written or oral, if any, between the Parties. This Buyer's Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement signed between the Parties.

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS / SUBSEQUENT ALLOTTEE(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Commercial Space in the Commercial Complex shall equally be applicable to and enforceable against any and all occupants tenants, licensees and / or subsequent Allottee(s) / assignee(s) of the Commercial Space, as the said obligations go alongwith the said Commercial Space for all intents and purposes.

35. WAIVER NOT A LIMITATION TO ENFORCE

No waiver of any breach of any provision of this Buyer's Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Buyer's Agreement. No waiver shall be effective unless made in writing and signed by the waiving Party or its authorized representative.

36. SEVERABILITY

If any provision of this Buyer's Agreement is determined to be illegal, invalid or unenforceable under any applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Buyer's Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Buyer's Agreement shall remain valid and enforceable as applicable at the time of execution of this Buyer's Agreement.

37. FORCE MAJEURE

- (a) The Parties agree and acknowledge that where the completion of the construction of the unit and/or the handing over of the possession of the unit is delayed by any reasons beyond the control of the Developer including without limitation to the Force Majeure, the Developer shall not be held responsible or liable for not performing any obligation or undertaking provided for in this Buyer's Agreement if such performance is prevented, delayed or hindered by an act of God, fire flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, change in law or any acts of government (including Local and municipal authorities) or other cause (whether similar or dissimilar to the foregoing), not within the

reasonable control of the Developer. Then the Buyer shall have no claim against the Developer by way of any damages / compensation, and the Buyer hereby waives all rights and claims in this regard.

- (b) Further, where there occurs any delay in possession being handed over to the Buyer in on account of the reasons specified hereunder, the Developer shall be entitled to a reasonable extension of time for handing over possession of the said Unit to the Buyer.
- (c) For the purposes of this Agreement, “Force Majeure” which inter alia includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or completion certificate or slow down strike or any inflated construction cost payable due to a dispute with the construction agency employed by the Developer, civil commotion or by reasons of war, enemy action, earthquake or any act of God shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all the following conditions:
 - i. materially and adversely affects the Project and / or the performance of an obligation of the Developer; and are beyond the control of the Developer;
 - ii. non-availability of the steel and/or cement and/or other building materials,
 - iii. due to a dispute with the construction agency, if any, employed by the Developer,
 - iv. any unreasonable escalation in price of labor, steel and/or cement and/or other building materials.
 - v. and includes (without limitation), subject to satisfaction of the above conditions, the following events and / or circumstances:
 - vi. water supply , electric supply, completion certificate.
 - vii. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
 - viii. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
 - ix. strikes, industrial disputes and / or lockouts and / or interrupting supplies and services to the Housing Project);
 - x. 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 or any part of the Housing Project or rights therein;
 - xi. 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; or
 - xii. any judgment or order of any court of competent jurisdiction or Government in India made against the Developer in any proceedings.

38. INDEMNIFICATION

- (a) The Allottee(s) hereby undertakes to keep and hold the Developer, its directors, agents, employees, servants and representatives indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Developer or made or taken against the Developer, directly or indirectly arising out of breach of this Buyer’s Agreement or breach of representations and warranties made by the Allottee(s) or by any act or omission, negligence or fault of the Allottee(s), misrepresentations or willful misconduct, or due to non-compliance or violations of any applicable laws, rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and the like in respect of this Buyer’s Agreement or otherwise.
- (b) The Allottee(s) agrees and understands that the employees, officials and or any other authorized person of the Developer shall provide relevant and necessary assistance for completing the

procedural formalities in executing this Buyer's Agreement. However, the Allottee(s) understands that such assistance rendered by the Developer's employees, officials and or any other authorized person shall be provided for and on behalf of the Developer and such employees, officials or the authorized person shall in no way be responsible in their individual capacity. The Allottee(s) agrees and undertakes to indemnify and keep and hold such employees, officials and or authorized person harmless and indemnified from any loss, arising out, in relation or in connection of rendering such assistance.

39. ARBITRATION

All or any dispute arising out of or touching upon or in relation to the terms of this Buyer's Agreement or its termination, including the interpretation and validity 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, 2007, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A sole arbitrator shall be nominated by the Developer, who shall hold the arbitration proceedings at the registered office of the Developer or at any other place as may be decided by such arbitrator in English language. The Expense for arbitration process shall be borne by both the parties equally. It is also further agreed that arbitrator can be changed by the Developer at stage of arbitration for which allottee shall not have any objection. The Allottee(s) hereby confirms that he/it shall have no objection to such appointment even if the person so appointed, as the arbitrator, is an employee or advocate of the Developer or is otherwise connected with the Developer and the Allottee(s) confirms that notwithstanding such relationship / connection and the holding of hearings at the registered office of the Developer, the Allottee(s) shall have no doubts as to the independence or impartiality of the said arbitrator and shall not challenge his appointment or award made by him. The Arbitration award shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly. The parties shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination.

40. COPIES OF THE AGREEMENT

Two copies of this Buyer's Agreement shall be executed in the originals and the Developer shall retain the first copy and send the second executed copy to the Allottee for his/ its reference and record.

41. PLACE OF EXECUTION

The execution of this Buyer's Agreement will be complete only upon its execution by the Developer through its authorized signatory at [the Developer's office] at Gurgaon, Haryana after the copies duly executed by the Allottee(s) are received by the Developer. Hence, this Buyer's Agreement shall be deemed to have been executed at Gurgaon even if the Allottee(s) may have executed this Buyer's Agreement at any place(s) other than Gurgaon.

42. NOTICES

All notices referred to in this Buyer's Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by registered post or speed post, acknowledgement due, to the Party at their respective addresses specified below:

Party	Address
Developer Blackberry Realcon Private Limited Authorised Signatory	11th Floor, Paras Twin Towers (Tower B), Sec - 54, Golf Course Road, Gurgaon -122002, Haryana
Allottee	

It shall be the duty of the Allottee(s) to inform the Developer of any change, subsequent to the execution of this Buyer's Agreement, in the above address by registered/ speed post, acknowledgement due, failing which all communications and letters posted at the above address shall be deemed to have been duly received by the Allottee(s).

43. JOINT ALLOTTEE(S)

In case there are Joint Allottee(s) all communications shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by him/ it, which shall for all purposes be considered as duly served on all such Joint Allottee(s).

44. LAWS OF INDIA

That the rights and obligations of the Parties under or arising out of this Buyer's Agreement shall be construed and enforced in accordance with the laws of India alone.

45. JURISDICTION

The courts at [Gurgaon] shall alone have the jurisdiction in all matters arising out of or concerning this Buyer's Agreement.

46. INTERPRETATION

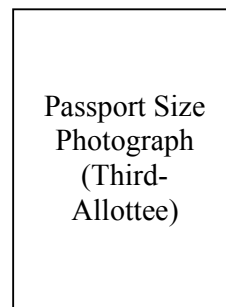
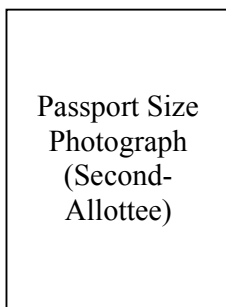
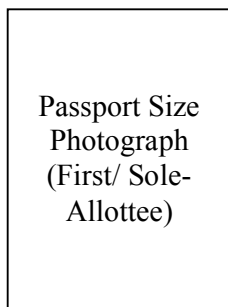
Unless the context otherwise indicates:

- (a) A reference to this Buyer's Agreement includes any variation, amendment or replacement of the same.
- (b) Headings are inserted for convenience only and do not affect the interpretation of this Buyer's Agreement.
- (c) If a provision of this Buyer's Agreement is inconsistent with the provision of another agreement between the Parties made before the date of this Buyer's Agreement, the provision of this Buyer's Agreement shall prevail.
- (D) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of the same.

- (e) A reference to this Buyer's Agreement incorporates a reference to the Annexures and Schedules to this Buyer's Agreement.
- (f) References (including defined terms) to the singular include the plural and vice versa and to a person includes body corporate and vice versa. Reference to masculine gender includes reference to the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties hereto have hereunder and to a duplicate copy hereof 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(s) in the presence of witness.



Signature (of the first/ Sole Allottee)

Signature (of Second Allottee)

Signature(of Third Allottee)

Witnesses 1:

Signature: _____

Name: _____

Address: _____

Witnesses 2:

Signature: _____

Name: _____

Address: _____

Signed and Delivered by the within named Developer in the presence of witnesses at _____

For and on behalf of **"BLACKBERRY REALCON PRIVATE LIMITED ."**

Authorised Signatory

Enclosures :

- ANNEXURE I - Details of the Commercial Complex
- ANNEXURE II - Details of the Payment Plan
- ANNEXURE III - Definition of Common Areas
- ANNEXURE IV - Tentative Floor Plans
- ANNEXURE V - Tentative Specifications
- ANNEXURE VI - Maintenance Agreement
- ANNEXURE VII - Electric Connection Application

ANNEXURE I & II

ANNEXURE III

(DEFINITION OF COMMON AREAS)

Common Area shall mean and include all such parts/areas of the Commercial Complex which shall be used by sharing with other allottee(s)/occupants of the Commercial Complex, including entrance canopies, lobby, passages, corridors, atrium, common toilets, fire control room(s)/security room(s), lift shafts, lift machine rooms, all electrical shafts, DG shafts, pressurization shafts, plumbing, electrical and fire shafts on all floors and rooms, staircases, munties, refuge areas, lift machine rooms, water tanks (both underground and overhead), electrical sub-station and transformers. In addition to the entire services areas in the basement(s) including but not limited to DG rooms, plant rooms, underground water and other storage tanks, pump rooms, maintenance and services rooms, fan rooms and circulation areas, Drive ways, path ways etc., shall be counted towards common areas.

It is specifically made clear by the Developer and agreed by the Allottee(s) that he shall have no right, no title, no interest in any other land(s), facilities and amenities within the Project as the Allottee(s) has not paid any money in respect of such land, areas, facilities and amenities, save and except the common areas and facilities as described above, the covered car parking spaces on stilt floor level/common basement area of building/Commercial Complex and/or around the building/Commercial Complex and the undivided pro-rata share in the land underneath the said building/Commercial Complex. The Allottee(s) agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Developer, its associates, its subsidiaries for which the Developer shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

(DEFINITION OF SUPER AREA)

- (i) The Allottee(s) agrees for the purpose of calculating the basic sale price the super area shall mean and include the sum of covered area of the said premises and the pro-rata share of common areas in the entire Complex. Whereas the super area of the said Commercial Space shall mean and denote the covered area of the said unit inclusive of the entire area enclosed by its periphery walls including areas under walls, columns, half the area of walls common with other premises, cupboards, lofts, balconies, etc. which forms integral part of said Commercial Space and where in the common area shall mean all such parts / areas in the said Complex which the Allottee(s) shall use by sharing with other Allottee(s) including entrance canopy and lobby, Balcony, projection for services, other projections, pillars in common area, stilt floor for machines and maintenance, atrium, corridors and passages both open and covered, pathway, roads, green area if any, landscaping, ramp, common toilets, security / fire control room(s), if provided, lift/escalator lobbies on all floors, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms if any, staircases, munties, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the basement to housekeeping services including but not limited to, electric substation, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, Gate House, Main Gate, Guard Room, HT Meter Room, Security rooms, security check room if any, administration office, management office, fire fighting pumps

and equipment, circulation area, etc., shall be counted towards common area. The decision of the Developer in this regard shall be final and binding on the Allottee(s)

- (ii) Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said Commercial Space, this has been done on account of the structural design of the building without which there can be no support to the Commercial Space. It is reiterated and specified that it is only the inside premises area in the Commercial Space that has been agreed to be allotted and inclusion of common areas in computation does not create any interest therein in favour of Allottee(s)
- (iii) Super area of the Commercial Spaces provided with exclusive open terraces shall also include 50% area of such terrace area. The Commercial Spaces Allottee(s) shall however not be permitted to cover such terraces and the activity to be conducted in such terrace space will need prior written approval of the Developer.
- (iv) It is further clarified that the super area mentioned in this Buyer's Agreement is tentative and for the purpose of computing the total Sale Consideration in respect of said Commercial Space only and the inclusion of common area within the said Commercial Complex / building / tower for the purpose of calculating super area does not give any right, title or interest in common areas by sharing with other occupants / Allottee(s) in the said Commercial Complex / building, The total Sales Consideration payable shall be recalculated upon confirmation by the Developer of the final super area of the said Commercial Space and any increase or reduction in the super area of the said Commercial Space shall be payable or refundable, without any interest, at the same rate per square meter as agreed between the Parties, If there shall be an increase in super area, the Allottee(s) agrees and undertakes to pay for the increased super area immediately on demand by the Developer and in the event there shall be a reduction in the super area, then the refundable amount due to the Allottee(s) shall be adjusted by the Developer from the final installment as set forth in the Payment Plan.
- (v) Super area and the percentage of Commercial Space area to super area may undergo changes due to any change in the license condition granted by DTCP, any change in building sanction plan, BIS Codes or NBCC etc till the completion of the building / Commercial Complex and final Super Area shall be intimated upon completion of construction of the said Commercial Complex/building(s)

ANNEXURE IV

(Tentative Floor Plans)

- This is a typical unit layout plan and orientation will vary as per the floor cluster plan and location of the tower.
- This sketch is not to scale.
- 1 Sq. Meter = 10.764 Sq. Ft.
- All plans are indicative and subject to change as deemed appropriate by the company or statutory authorities.
- The furniture and its arrangement is indicative and not included in the apartment.
- Final Plans will be developed based on these concept plans and keeping in mind the structural stability and other architectural factors including overall development pattern of the complex.
- Service shaft have not been shown

The Buyer(s) shall not have any ownership rights over the space / right granted under any PLC, Terrace area and Lawn area (if any), and shall have only a right to use the said space/right only which shall stand automatically transferred together with the sale / transfer of the Apartment. No construction/addition /alteration is allowed in the terrace/Lawn area. The unit holder will not be allowed to make any changes to the "Facade" or fence the lawn area.

ANNEXURE V
(Tentative Specifications)

RETAIL SHOPS	
	Retail Floors – Ground & First
	Large storefronts with glazing
	Arcade along all Retail units
	Dedicated signage areas for all units as per design
STRUCTURE	
	RCC Slab and Column structure with Masonry partitions
	Passenger & Service Elevator and Staircase Connecting Retail levels
LANDSCAPE	
	Richly landscaped central plaza with paving and decorative features
	Pedestrian plaza designed with seating areas and food kiosks
	Dedicated drop-off zone and entrances
FINISHES	
Exterior	Combination of Glazed storefronts, windows, Stone / Metal panels and painted surface
Lobbies	Combination of Stone and painted surface
Basement	Broom finish Concrete
Tenant floor finish	Concrete floor (Raw Slab)
Common Toilets	Finished toilets with modern fittings and fixtures
PARKING	
	Basement for parking and services.
	Adequate surface parking provided
	Provision of Access control and video
	Surveillance
SECURITY	
	Video Surveillance -Basement parking and Basement & Ground floor lobbies
	Manned Security – Boom barrier at all Vehicular entry & exit points
LIFE SAFETY	
Wet Riser/ Hose Reels/ Sprinklers/ Fire extinguishers	Provided as per norms
External Fire hydrants	Provided as per norms
HVAC	
AC System	Space provision for Split AC units
Ventilation and Exhaust	Provided for Common toilets and basements
ELECTRICAL	
Distribution	Provision of cable upto Tenants Distribution board
Metering	Tenant load will be metered
Lightening protection & Earthing Pits	Provided
Emergency Lighting	Emergency lighting in selected common area
DIESEL GENERATORS	
	100% Power backup provided for lighting, power and AC.
SIGNAGE	
Internal	Main lobby equipped with Tenant Directory and directional signs
External	External Signage as per developers design and conditions

*All floor plans, specifications, artistic renderings and images in this brochure are indicative and are subject to change as decided by the Developer or by any competent authority in the best interests of the development. Soft furnishing, furniture and gadgets are not part of the offering.

**FOR STUDIOS
(SPECIFICATIONS)**

ANNEXURE VI

TRIPARTITE MAINTENANCE AGREEMENT

This maintenance and services agreement ("**Maintenance Agreement**") is made at Gurgaon on this _____ day of _____ 201__.

BY AND BETWEEN:

M/s Blackberry Realcon India Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its office at 11th Floor, Paras Twin Towers (Tower B), Sec - 54, Golf Course Road, Gurgaon - 122002, Haryana through its authorized signatory _____ duly authorized vide board resolution dated _____ (hereinafter referred to as "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **First Part**;

AND

M/s Paras RE Facilities Management Pvt. Ltd., a Company registered under the Companies Act, 1956 having its corporate office at 11th Floor, Paras Twin Towers, Tower B, Sector 54, Gurgaon, 122002 hereinafter referred to as the '**Maintenance Agency/PRFMPL**' through its authorized signatory _____ duly vide Board Resolution dated _____ (which expression shall unless repugnant to the context or meaning thereof, be deemed to include legal representatives, administrators, executors, successors, nominees and assigns) of the Second Part;

AND

Mr./Ms. _____ S/W/D _____
R/o _____
(hereinafter referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Third Part.

OR

M/s _____, a Company incorporated, organized, registered and existing under the Companies Act, 1956 having its registered office at _____ through _____ (designation) _____ duly authorized by a board resolution dated _____ (hereinafter referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof, be deemed to its successors and permitted assigns) of the Third Part.

Developer, Maintenance Agency and the Allottee(s) may be individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Allottee(s) is/are the owner of Commercial space No _____ on _____ floor, admeasuring _____ square feet of space ("**Commercial Space**") in the multi storied commercial complex being constructed under the name and style of "PARAS SQUARE" on 2.20 acres of land located at Sector -63-A, Village Behrampur, Tehsil Sohna, Distt. Gurgaon, Haryana, (hereinafter referred to as the "**Commercial Complex**").
- B. That Developer has sole discretion and right to appoint any agency on its behalf for carrying out any act/work or all acts/ works as detailed in Annexure "A". In case any or all of the Maintenance Services (as detailed in **Annexure-"A"**) are outsourced by the Developer, then the Developer shall be solely responsible for (a) selecting and coordinating with such outside agency and (b) all the acts and deeds of such outside agency. The Developer has presently appointed _____ Maintenance Agency to undertake operation, maintenance of common areas and services in the Commercial Complex and as more particularly set out hereof.
- C. The Maintenance Agency agrees to maintain the Commercial Complex and the common areas in the Commercial Complex, in good condition, consistent with the industry practices prevalent in relation to the comparable buildings in [Gurgaon], and for that purpose the Parties are entering into this Maintenance Agreement.
- D. The Maintenance Agency, may in its discretion appoint another entity, who shall be referred to as the '**PROPERTY MANAGER**' for the Complex for the purposes of maintaining the buildings structures

and various services & equipment in the Complex (hereafter collectively referred to as the 'Services') the details whereof are described herein in this agreement. In the absence of any such Property Manager, the Maintenance Agency shall be deemed to be the Property Manager.
Now therefore it is agreed by and between the parties as follows:

1. Common Facilities and Services and Normal Office Hours

- 1.1 The Developer through the Maintenance Agency, subject to the provisions of this Maintenance Agreement, shall, provide to the Allottee(s), services set forth in hereunder (hereinafter referred to as the "**Common Facilities and Services**") in relation to the said Commercial Complex in lieu of the Maintenance Charges and other amounts to be paid by the Allottee under this Maintenance Agreement.
- 1.2 The Maintenance Agency shall provide Common Facilities and Services from the date of handing over of possession of the said Commercial Space to the Allottee(s). The Developer/Maintenance Agency shall not be liable and or responsible to provide any or all Common Services and Facilities until and unless the Maintenance Charges and other amounts due from time to time are paid in full by the Allottee(s).
- 1.3 The Maintenance Agency shall keep the Commercial Complex in good order /condition and carry out any/all major and structural repairs, subject to additional charges as may be decided between the Parties.
- 1.4 The Maintenance Agency shall provide maintenance and upkeep of common facilities and operation of the elevators during the normal business hours.
- 1.5 It is agreed between the parties that the maintenance inside the Allottee's premises shall not be responsibility of the Maintenance Agency.
- 1.6 'Common Expenses/ common maintenance charge' shall mean and include all expenses of administration, maintenance, repair or replacement of the common areas, maintenance & insurance of structure and facilities, utilities, equipments and machineries including but not limited to 'sinking fund' and all other sums assessed against the occupants of unit broadly covering the Cost of electricity for all common services for common area including elevators/ water supply, Sewerage lightening, ventilation etc; Cost of pest control of common areas; Cost of administrative staff, the maintenance staff, consultants, contractors and subcontractors; and Cost of consumables, diesel, lubricants for equipments and DG sets for common areas. Cost of maintenance / AMC / minor day to day repair of machines / equipments. Cost of Major replacement of equipment(s) (sinking fund). All other necessary/ancillary expenses and charges including but not limited to insurance of common areas, incidental to the preservation and maintenance of the building structure and for adequate provision of common services and facilities in the common areas of Complex.
- 1.7 The Parties agree that in addition to the Maintenance Charges, the Buyer required (as may be specified by the Company) to contribute to a 'replacement fund' i.e. "Sinking Fund" on a pro rata basis based on Super Area for replacement of capital / maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the Housing Project.

2. Common Facilities and Services :

The common facilities and services will broadly include the following:

- 2.1 Security of common area including parking areas, Main Gates, boundary wall and outside the boundary wall in front of the gate.
- 2.2 The operation and maintenance of air-conditioning system, plant and machinery, water supply system, fire fighting system, elevators, other electrical and mechanical equipment systems, electric sub-station, standby power system and all other equipments installed for provision of

common facilities and services to the Third Party and other occupants of the Commercial Complex.

- 2.3 Open and common areas maintenance services: Maintenance services to open and common areas shall mainly cover basement, stairs, lifts, terraces / refuge areas, compound wall, landscaping, electrification of plot, water supply, sewerage, roads, footpaths, horticulture etc in relation to the Commercial Complex.
- 2.4 Insurance: The Maintenance Agency shall get insured the shell structure of the Commercial Complex, plant and machinery installed for provision of common services pertaining thereto. However, the Allottee(s) agrees, acknowledges and undertakes that insurance of interiors of the Commercial Space or any articles or belongings kept or stored in the said Commercial Space shall be the sole responsibility of the Allottee(s).
- 2.5 Any specific service / facility(ies) required / demand by the occupant shall be charged separately as per price decided by developer / maintenance agency from time to time.

3. **Computation of Maintenance Charges**

- 3.1 The Maintenance Agency shall provide and maintain Common Facilities And Services as defined in clause 2 and bear the cost of men and material for such services and raise the bill ("**Maintenance Charges**") broadly covering the following:
 - a. Cost of electricity for all common services including air-conditioning / elevators/ water supply, lightening, ventilation etc;
 - b. Cost of security of common areas;
 - c. Cost of pest control of common areas;
 - d. Cost of administrative staff, the maintenance staff, consultants, contractors and subcontractors; and
 - e. Cost of consumables, diesel, lubricants for equipments and DG sets for common areas.
 - f. All other necessary/ancillary expenses and charges including but not limited to insurance, incidental to the preservation and maintenance of the building structure and equipments, AMC, Spare parts, Services for adequate provision of common service, any equipment installed which may require maintenance and facilities in the Commercial Complex.
- 3.2 That the Maintenance Charges shall include but shall not be limited to the following:
 - i). Open Area Maintenance Charges: These charges relate to maintenance of open space within the boundary wall of the Commercial Complex but such as, maintenance of compound wall, landscaping, electrification, water supply, tube well, sewerage, roads and paths and other servicing etc.
 - ii). Common Areas Maintenance Charges: These charges relate to maintenance of common areas, lifts, fire fighting equipment and other services etc inside the Commercial Complex.
 - iii). Maintenance Charges of Basement and Services in the Basement: These charges shall inter-alia relate to maintenance of basement of the Commercial Complex and services operational from the basement, such as,, electric sub-station, pumps, fire-fighting rooms, transformer, DG set, water tanks and other services in the basement, STP (sewerage treatment), WTP(Water Treatment), RWH (Rain Harvesting), ETP (effluent treatment).
 - iv). Cost of security services provided for the Commercial Complex covering the common areas / open areas.
 - v). Service contract(s) expenditure, charges for operation and maintenance of all electro-mechanical equipment and / or any other equipment installed for rendering maintenance

services, including central air conditioning plants / equipment, generators, lifts etc. in the Commercial Space.

- vi). Cost of electricity for all common maintenance services including the parking area and, external common areas etc, cost of electric meter calibration charges.
- vii). Cost of maintenance and landscaping of open areas and pest control of common areas in and around the Commercial Complex.
- viii). Cost of maintenance, cleaning, and replacements in relation to the Commercial Complex.
- ix). Cost of administrative staff and the maintenance staff of the Commercial Complex. Cost of renewals, approvals of Licenses, Liaisoning charge, NOC's etc
- x). Cost of consumables for all services in common areas, and equipment pertaining to provision of common services and facilities, including cost of diesel and lubricants for DG sets.
- xi). Other necessary / ancillary expenses and charges, including but not limited to insurance, incidental to the preservation and maintenance of the property / building structure and for adequate provision of common services and facilities in the Commercial Complex.
- xii). All overhead expenses incurred by the Developer/Maintenance Agency directly for provision of common facilities and services in the Commercial Complex, including salaries, wages and benefits payable to the employees and other overhead expenses shall be taken into account for computation of maintenance charges.
- xiii). Cost of maintenance of plant & machinery, building illumination, signages, landscaping, janitorial services, repair & Maintenance (Contributions), Complex advertising & promotional Expenses, sinking fund, depreciation, complex-management personnel, management organizational expenses and complex-management fees, calculated on the estimate / actual expenditure, plus applicable taxes.
- xiv). The maintenance charges shall be increased by 15% at the end of three years from date of commencement. However Maintenance Agency reserves right to revise maintenance charges at any time due to any changes in diesel, labor, or any other cost effecting the maintenance charges.
- xv). The Maintenance Agency reserves absolute right to increase, revise, modify the charges for any of the service(s) to ensure provisions for necessary maintenance services which shall be charged only at the actual cost. All determination of charges by the Maintenance Agency shall be final and binding on the occupants/s.

It is hereby clarified and the Allottee(s) agrees that the said Maintenance Charges do not include maintenance inside the Commercial Space, which shall be the responsibility of the Allottee(s).

4. MAINTENANCE DEPOSITS AND MONTHLY CHARGES

- 4.1 The allottee(s) shall pay an interest free maintenance deposit amounting to Rs. _____/- (Rupees _____ only) ("IFMD") calculated @ 100/- per sq. ft of the super area of the Commercial Space, to the Developer/Maintenance Agency in terms of this Maintenance Agreement to enable them to render regular and proper maintenance services. However, after the expiry of every three years or at the time of revision in CAM charges, occupant shall be liable to pay 15% amount of IFMSD deposited toward the IFMSD escalation.
- 4.2 The Allottee(s) agrees and understands that the amount being charged towards Maintenance Charges by the Developer/Maintenance Agency is indicative and not exhaustive.
- 4.3 The Developer/Maintenance Agency shall raise bill for the consumption of electrical energy and service tax if applicable inside the Commercial Space based on the number of units consumed as indicated by the meter(s) installed in the Commercial Space at pre-determined rates, which for want of a more suitable standard rate shall correspond to the rates charged by DHBVN. The bill shall also include transmission loss, excess generation cost, administrative charges and a minimum demand charge if the consumption falls below the minimum demand as per the

applicable schedule of tariff. The consumption of electrical energy as indicated above shall be billed along with the bill for the Maintenance Charges. However in case the government/any other authority imposes any tax or duty on the Developer/Maintenance Agency for generating electricity or the bills raised towards electricity charges become liable for payment of any tax, such amounts shall be charged additionally and shall be to the account of the Allottee(s).

4.4 Calculation of Maintenance Charges

Term	Definition
A	Cost of the included Services provided by the Maintenance Agency (PRFMPL) per month including the charge of any agency/contractor appointed by Developer / Maintenance Agency + cost of Security/Cleaning + 25% Administration charges.
B	Total cost of electricity for all common services in the Common Area of Building as per the actual consumption including transmission loss, excess generation charges, dual supply meter and the cost of operating and maintaining DG Set(s) (including fuel etc.) cost of operation and maintenance standby DG Set(s) if any & other equipments per month.
C	Cost of any maintenance service, DTH, Cable TV, Telephone, Data services etc, exclusively rendered to and borne by any other occupant(s) of the building including power backup.
Occupants	Occupant/owners who occupy any portion of the Building
X	Super area of the building occupied by the Occupants

Actual cost (per sq.ft per month) = (A+B-C) / (X)

5. REPAIRS AND INSURANCES

- 5.1 The cost of major repairs of structures, plants and equipment etc. installed in the Commercial Complex, as determined by the Developer/Maintenance Agency shall, also be taken into account and collected by the Developer/Maintenance Agency in the form of Sinking Fund while calculating the Maintenance Charges, as aforesaid. Allottee further agrees to pay provisional additional contribution / payment in advance for any major replacement /repair if the maintenance agency does not have sufficient fund for any major replacement ,repair and purchase of new equipment/ upgrading of equipments etc.
- 5.2 The cost of insuring the structure of the Commercial Complex shall also form part of Maintenance Charges. However, the Allottee(s) shall take out an insurance policy for insuring the interiors and the contents and articles kept or stored within the Commercial Space, if he/it so desires at its own expense and the Developer/Maintenance Agency shall not be responsible for the same in any manner.

6. BILLING AND PAYMENT

- 6.1 The Developer/Maintenance Agency shall raise bills for Maintenance Charges every quarter in advance. However, the electricity consumption bill of unit shall be on the basis of actual consumption based on meter reading of the previous month and will be raised in the beginning of the current month. The said Maintenance Charges shall be exclusive of all applicable taxes and rates including inter-alia service tax at applicable rates, which taxes and rates shall be charged over and above the said Maintenance Charges and shall be payable by the Allottee(s).
- 6.2 The Maintenance Agency shall bill for the consumption of electrical energy inside the said Premises based on the number of units consumed as indicated by the meter(s) installed in the said Premises on the basis of actual tariff. The base rate of electricity as on date i.e. on ----- @ Rs. ____ for electricity generated through DG sets and Rs.____ (inclusive of transmission losses) for electricity

supplied by the State Electricity Board or DHBVN Ltd. All these rates will vary in accordance with variation in the prices of Diesel/ Govt. rates, duties, taxes and other charges. The consumption of electrical energy as indicated above shall be billed along with the bill for maintenance charges. However, in case the Government ever imposes any tax or duty on the First Party for generating electricity or the bills raised towards electricity charges become liable for payment of any tax, such amounts shall be charged additionally. Any delay in payments up to 15 days shall attract interest @ 18% from the date of default on the payment due. Any further delay beyond 15 days shall invite disconnection / discontinuance of Maintenance / water / Electricity / Power Backup and Air conditioning facility to the Demised Premises.

- 6.3 All payments to be made by the Allottee(s) under this Maintenance Agreement shall be made by crossed cheque or demand draft drawn in favour of the **Paras RE Facilities Management Pvt. Ltd.**, as stipulated in the aforesaid bills within a period of 7 (seven) days.
- 6.4 The Developer/Maintenance Agency, without prejudice to its right to charge interest for the period of delay in payment of a bill by the Allottee(s) within [7 (Seven)] days of the due date, reserves the right to disconnect or discontinue the supply and common facilities and services in the event of non payment of the amounts due and payable by the Allottee(s) under this Maintenance Agreement. These services will be restored only when all outstanding dues, including those in respect of electricity supply and common facilities and services together with interest @ [15%] pa. and other administrative charges are paid in full by the Allottee(s), not withstanding inclusion of any part of the charges in the bill(s) under default in the subsequent bills raised by the Developer/Maintenance Agency.
- 6.5 The Allottee(s) agrees that its right to use the Common Facilities and Services, including the supply of electrical energy, shall be subject to regular, prompt and full payment of bills raised by the Developer/Maintenance Agency. Default in payment by the Allottee(s) shall disentitle the Allottee(s) to any or all Common Facilities and Services. As regards the Maintenance Charges and other dues contemplated under this Maintenance Agreement, the Allottee(s) agrees to create floating charge or charges on his goods and chattels, (if self occupied) or on the rent receivable (if on lease) as the case may be.
- 6.6 All returned/dishonored cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1981 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank and legal charges in addition to bill amount, interest at the rate of 18% p.a. as also other charges that may be as provided in this Agreement in case of dishonored cheques.

7. DURATION AND TERMINATION

- 7.1 The Developer/Maintenance Agency shall provide maintenance services as set out herein- on terms and conditions agreed between the Parties herein in this agreement. Allottee agrees / undertake to abide with rules, regulations and bye laws of Maintenance agency framed from time to time. The Developer / Maintenance Agency reserves right to change any of the terms and conditions. The Allottee agrees to abide by the same, for safeguarding the interest of the Company and other Unit Owners, in relation to the Commercial Complex / Project, failing which Allottee shall be liable to indemnify the Developer / Maintenance Agency company.
- 7.2 The Maintenance Agency shall provide maintenance services on the rate fixed by it, an escalation in the CAM charges shall be applicable at the rate of 15% increase at the end of every 3 Year period over the last paid CAM.
- 7.3 The Allottee(s) shall obtain a proper NOC from the Developer prior to sale, transfer or parting with the possession, in any manner whatsoever, of the Commercial Space. The Developer will grant the NOC subject to payment of all outstanding dues on account of maintenance and /or any other account payable under the provisions of this Maintenance Agreement and administrative / transfer fees.

- 7.4 The Allottee(s) shall ensure that any such subsequent transferee(s) adheres to and conforms to all the provisions of this Maintenance Agreement and the other terms and conditions of NOC issued by the Developer under the provision of HUDA/Haryana Unit Act.
- 7.5 The Developer/Maintenance Agency, in discharge of its obligations, shall either transfer Interest Free Maintenance Deposit after adjustment of all outstanding dues to the credit of the transferee(s) on receipt of advice from Third Party and execution of Maintenance Agreement by the transferee(s) or refund the Interest Free Maintenance Deposit after adjustment of all outstanding to the Third Party if the Transferee(s) makes payment of security deposit at the time of execution of Maintenance Agreement.
- 8. GENERAL:**
- 8.1 All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed, if any, pursuant to this agreement, including stamp duty on this agreement, legal fees, if any, shall be borne and paid solely by the Allottee.
- 8.2 The failure of PRFMPL to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this agreement.
- 8.3 If any provision of this agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining Provisions of this agreement shall remain valid and enforceable.
- 8.4 This agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence and agreements between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by parties that the terms of this Agreement shall be read in consonance and not in derogation of the said Agreement. This agreement shall not be changed or modified except in writing and signed by the parties hereof.
- 8.5 Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.
- 8.6 PRFMPL or its nominees and assigns shall not be held responsible or liable for not performing its obligations under this Agreement due to force majeure conditions or for reasons beyond the control of PRFMPL or its nominees and assigns. Force majeure conditions shall inter-alia include strikes, lockouts, enemy action, floods, earthquake, non-availability of supply etc.
- 8.7 That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising there under in respect of the said unit shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the Allottee and/or subsequent purchasers of the said unit, as the said obligations go along with the said unit for all intents and purpose.
- 8.8 Encroachments/closing of any nature in verandahs/corridor/passage/ staircase/ balcony/ open space provided to buyer or on any other area etc. is not permitted even if particular floor/ floors are occupied by the same Allottee and the same be removed at the risk and cost of Allottee/Occupant.
- 8.9 In the event of any damage / breakage caused by the Allottee/Occupant or its agents/ its visitors to any structure / equipment in the Complex, the Allottee/Occupant shall forthwith reimburse costs in connection with the replacement / rectification and shall keep indemnified the Maintenance Agency in this respect.
- 8.10 During the Agreement Period the PRFMPL will have the right and privilege to enter upon the occupant's premises for inspections, repairs of any electrical equipment or plumbing, water lines, structure and/or repairing, laying or relaying any electric cables, water lines etc., which may be passing or are to pass through the premises and in the fair opinion of the PRFMPL are required to

be repaired or redone in the general interest and for proper use and enjoyment of the services of common area /occupant's premises / other premises as well as for the structural stability of the premises. If the PRFMPL find it imperative to enter the premises, they will do so by giving a 24 hours notice in writing and carry out the repair or other works during that time only, which gives minimum inconvenience to the Allottee/occupant. However in case of emergency PRFMPL reserves right to open and enter in the premises without any permission from occupant/Allottee. The occupant undertakes to permit the PRFMPL or its authorized representative to enter into the Premises to check for the compliance with the Agreement.

- 8.11 The installation of sign boards/display boards etc. shall be subject to the prevalent policy of PRFMPL in this regard. No sign boards/ neon signs/hoardings/display boards would be allowed to be displayed by the buyers/occupants of premises/unit(s)/unit(s), use shall be done and on the exterior or interior common walls or anywhere in the building, facade control / signage control and use of terrace shall be under the rules and bye law of maintenance agency/developer. However, the buyers/ occupiers of the individual units shall be allowed to display sign boards outside their units at appropriate place with prior written permission of PRFMPL. The specifications of such sign boards shall be approved by PRFMPL at its sole discretion. The individual interested parties may apply to PRFMPL for the grant of any special permission to employ additional sign board/display boards, the PRFMPL may allow such additional facilities on such terms and conditions and on payment of specified periodical payments in that regard. Any un-authorized sign board/hoarding/display board which has been put up without prior written permission of PRFMPL shall be removed / destroyed at the cost of the person who put up the same.
- 8.12 The Allottee/Occupant shall strictly follow the code of conduct / rules regulation / bye laws laid down by the Maintenance Agency.
- 8.13 The ALLOTEE shall not decorate the exterior of his/her unit otherwise than in the manner agreed to with the maintenance agency in the manner as similar as may be in which the same was previously decorated.
- 8.14 The ALLOTEE hereby covenant to keep and maintain unit periphery wall and partition wall and sewers, drains, pipes, installations, appurtenances thereto or belonging thereof in the same good state/order or condition in which delivered to him in particular so as to support, shelter and protect the parts of the building other than the unit.
- 8.15 Allottee undertake not to make any alterations in the elevation and outside colour scheme of the exposed walls of the common passage, lounge or any external walls, or both the faces of external doors and window of the unit to be acquired by him/her.
- 8.16 Allottee further undertake not to fix/ install / change / modified / alter the safety grills / canopy / shade for outer windows without prior written approval/NOC from maintenance agency in order to keep the elevation equally distribute. That would be according to drawing or patent design approved / finalized / supplied by the maintenance agency. Any such installation of any nature without prior written approval / NOC shall be removed / destroyed at the cost of the Allottee so that the elevation of the building look same.
- 8.17 It is agreed by the Allottee(s) that in the event of the failure of the Allottee(s) to take the possession of the Commercial Space, Developer/Maintenance Agency may without prejudice to its rights under any of the clauses of this Buyer's Agreement/Maintenance Agreement and at its sole discretion decide to condone the delay by the Allottee(s) in taking over the possession of the Commercial Space in the manner as stated in this agreement on the condition that the Allottee(s) shall pay to the Developer the Holding charges @ Rs.30/- per sq ft. of the super area of the Commercial Space per month for the entire period of such delay and Applicable Common Area maintenance charges per sq. ft. per month for the maintenance charges per quarter in advance from the date the Allottee(s) was supposed to take possession. Minimum electric charges (fix charges) per KVA along with 25% additional administrative charges over it. Any other outgoing

cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Applicant Delayed payment interest as set out in clause delay in payments.

- 8.18 The Allottee shall be liable to pay holding charges @ 30/- per sq. ft. per month to the Developer/Maintenance Agency in addition to the other amounts payable i.e. CAM and other taxes/charges, till the time unit is re-opened. Taxes as applicable will also be payable by the Allottee. These charges will keep doubling every six-month till the unit is re-opened.
- 8.19 The Allottee shall inform to the Developer, the names, address and other particulars of the new purchaser and/or assignee of the said Unit alongwith copy of the supporting ownership documents.
- 8.20 The Allottee / Occupant shall not be entitled to the refund of the Interest Free Security Deposit on sale/ transfer/ assignment of the said Unit and the said deposit shall be credited to the account of the new purchaser / assignee / transferee / tenant of the said unit.
- 8.21 Upon such sale or transfer, the Purchaser/New Allottee of the said Unit shall replace and stand substituted in place of the Allottee who has executed this Agreement and all rights, duties and obligations of the Allottee under this Agreement shall also stand transferred and assigned to the New Allottee who shall be bound and obliged to perform and discharge all obligations and duties of the Allottee herein and shall be entitled to all the rights and obligations of the Allottee as if the Purchaser/Assignee is the Allottee under this Agreement. A clause to this effect shall be provided in documents of transfer of ownership.
- 8.22 That, if the said Unit is leased/licensed in favour of any person/entity by the Allottee, even then the Allottee is principally liable to pay outstanding payments and to observe all the terms and conditions of this Agreement.

9. MISCELLANEOUS

- 9.1 The Maintenance Agency shall make application to DHBVN for grant of bulk power connection with permission for distribution to the occupants in the Commercial Complex, depending upon individual requirement. The Electric meter charges, installation charges and administrative charges over it shall be paid by the Allottee extra. Allottee undertake that he/she shall not apply for electric connection directly but will do so through maintenance agency / developer only.
- 9.2 In the event the Allottee(s) sells the Commercial Space to a third party in accordance with the terms of the Buyer's Agreement during the subsistence of this Maintenance Agreement, then the Allottee(s) shall ensure that the transferee undertakes to adhere and conforms to all the terms of this Maintenance Agreement. It shall be a condition precedent to the grant of NOC for such transfer by the Developer, that such prospective purchaser / transferee executes a similar maintenance agreement with the Developer and the Maintenance Agency.
- 9.3 In the event, the Allottee(s) delays payment of the IFMD, the Maintenance Agency shall not commence providing of services to the Allottee(s), including but not limited to providing, electricity, water air conditioning, etc and at its sole discretion may disconnect the same.
- 9.4 It is clarified that maintenance services which are to be provided by the Developer through the Maintenance Agency may also be provided by it through various outside agencies under separate agreements entered into with them and the Allottee(s) hereby undertakes that he/it shall not object to it.
- 9.5 The Developer/Maintenance Agency shall in no way be responsible or liable for any fire due to electrical short-circuit, pollution, structural and /or any kind of hazard, originating from the Commercial Space which may arise due to any lapse, default, negligence or omission of the Allottee(s) due to any equipment installed in the Commercial Space. The hazard as aforesaid originating from the Commercial Space shall not impose any kind of financial or legal liability on the Developer /Maintenance Agency and the Allottee(s) agrees, acknowledges and undertakes to keep the Developer, its directors, servants, employees, agents and representatives fully indemnified

and harmless against any loss or damage that may be caused to it or the Commercial Complex or its installations, fittings equipment, plants, etc, on account of the foregoing. The Allottee(s) shall ensure that the internal air-conditioning and electrical systems and / or any other work or thing done internally within the Commercial Space or externally shall not pose any fire, electrical, structural, pollution and health hazard and shall conform to all statutory provisions as applicable for which the Allottee(s) alone shall be responsible for the legal and financial consequences arising therefrom.

- 9.6 The Allottee(s) shall bear the cost of all damages /breakage caused by him/it or its agents/ its visitors to the Commercial Space in the Commercial Complex and/or equipment /fabric of the said Commercial Complex and shall forthwith reimburse all costs in connection with the replacement/ rectification on account of the above to the Developer/Maintenance Agency as and when demanded.
- 9.7 The Developer/Maintenance Agency shall have the right to frame and modify from time to time building rules for all Allottee(s) / other occupants tenants/ purchasers within the Commercial Complex and the Allottee(s) hereby undertakes to adhere to the same.
- 9.8 All costs, charges and expenses payable in respect of this Maintenance Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Maintenance Agreement shall be borne and paid by the Allottee(s).
- 9.9 The failure of the Developer/Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be a waiver of any provision or of the right therefore to enforce any or each and every provision of this Maintenance Agreement.
- 9.10 That if any provision of this Maintenance Agreement shall be determined to be void or unenforceable under any law, then such provision shall be deemed to be amended or deleted to the extent necessary for conforming to the laws/rules applicable and the remaining provisions of this Maintenance Agreement shall remain valid and enforceable.
- 9.11 The Developer/Maintenance Agency shall not be held responsible or liable for not performing its obligations under this Maintenance Agreement due to force-majeure conditions or for reasons beyond their control. The force- majeure conditions shall inter-alia include an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, change in law or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer/Maintenance Agency.
- 9.12 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Commercial Space, shall equally be applicable and enforceable against all the transferees, nominees, servants, agents and employees of the Allottee(s) and/or subsequent purchasers of the Commercial Space, as the said obligations go along with Commercial Space for all intents and purposes.
- 9.13 That it is agreed between the Parties that the date of commencement of this Maintenance Agreement is the date when the possession of the Commercial Space is handed over or deemed to have been handed over to the Allottee(s) as provided in the Buyer's Agreement executed between the Allottee(s) and the Developer.
- 9.14 The Allottee(s) agrees and undertakes that he/it shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external facade of the Commercial Space, and/or the Commercial Complex. The Allottee(s) would be permitted to place its name only at the designated place specified by the Developer in this behalf.

- 9.15 All Registration costs, charges, duties, fees and expenses payable in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement shall be borne and paid solely by the Allottee, its nominee(s) / assignee(s), etc.
- 9.16 In the event of any dispute/differences arising between the Parties in respect of this Maintenance Agreement or any matter connected hereto, the same shall be referred to arbitration. Arbitration shall be carried out by a sole arbitrator appointed by Maintenance Agency. It is also further agreed that arbitrator can be changed by the Maintenance Agency at stage of arbitration for which allottee shall not have any objection. The decision of the arbitrator shall be final and binding on the Parties. The arbitration proceedings shall be held at developer office at Gurgaon and the cost of arbitration proceeding shall be paid by both the parties equally in accordance with the Arbitration and Conciliation Act, 2007 as amended from time to time. The Arbitration award shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly. The parties shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination.

10. OBLIGATIONS, LIMITATIONS, RESPONSIBILITY AND LIABILITY OF THE DEVELOPER:

- 10.1 The Developer hereby represents that it shall maintain all the facilities as detailed in **Annexure-"A"** in running condition, except to the extent of interruption caused by unavoidable mechanical defects or for reasons beyond the control of the Developer.
- 10.2 It is made clear that all or any part of the Maintenance & Management services to be provided in the said Commercial Complex may be organized in the sole discretion of the Developer through various outside /outsourced specialist agencies under separate agreements/arrangements to be entered into with them. The responsibility of the Developer will be limited only to the extent of discharge of its obligations to the best of its abilities subject to human failures and shortcomings, and to ensure that the operation and functioning of these agencies is in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance is not satisfactory.
- 10.3 The Developer shall not be liable for any financial / criminal liability for any loss to life and property by reason or any theft, burglary, fire or any other incident of crime /mishap occurring in the said Building or in the said Unit or any part or portion thereof due to any lapses /failure /shortcomings on part of the staff of the security agency and the Developer.
- 10.4 The Developer shall in no case be held responsible for any fire or any kind of hazard, electrical pollution, structural defects, originating from the said Unit of the Allottee/Occupant or other office spaces/ units, common areas of the said Building, and the Allottee/Occupant agrees to keep the Developer indemnified and harmless against any loss or damage that may be caused on account of any omissions / lapses / negligence on its part to the Developer and other allottee's/occupant's of the said Building or their staff members or any other persons or their properties in this regard. In case of fire or any other exigency arising in the unit/building, for the purpose of maintenance of said Unit/Building, the Developer / appointed MA shall have the right

to break open the doors of the Unit of Allottee/Occupant without any liability, keeping the Allottee/Occupant under intimation of such situation and for this, the Occupant/Allottee shall furnish its emergency contact number to Developer / Maintenance Agency.

- 10.5 The Developer shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence and defaults of the aforesaid agencies in providing the stipulated/expected services. The Developer shall not be liable for any default/deficiency in the Maintenance & Management of the said Building by reason of any force-majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Developer shall also not be liable for any loss, damage or physical injury which may be caused to the Allottee/ Occupant, its / their staff, guests or any other persons/ visitors on account of any human error or fault on the part of the employees of the Developer or the employees of the any of the outsourced agencies providing services to the said Building or by reason of any circumstances beyond their control.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET OUT THEIR HANDS TO THIS AGREEMENT AT NEW DELHI/GURGAON ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES

For and on behalf of
M/s Blackberry Realcon Pvt. Ltd.

1. _____

(Authorised Signatory)

For and on behalf of the
M/s Paras RE Facilities Management Pvt. Ltd.

2. _____

(Authorised Signatory)

ALLOTTEE(S)

ANNEXURE VII

PARAS RE FACILITIES MANAGEMENT PRIVATE LIMITED APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

NO: _____
DATE: _____
CONNECTION NO: _____

To
The Manager
PARAS RE FACILITIES MANAGEMENT PRIVATE LIMITED
PARAS SQUARE, Gurgaon.

I/We hereby agree to take from the Paras RE Facilities Management Pvt. Ltd, (hereinafter called PRFMPL) at the said Unit, supply of Electrical Energy not exceeding the connected load /contract demand of my/our installation as below. I/we hereby further agree to pay for the said supply in accordance with the relevant tariff as may be due by me/us to PRFMPL from time to time at rates and I charges laid down in the Schedule of tariff, prescribed by PRFMPL. I/we will, when required by PRFMPL to do so lodge with their office a security deposit (and charges towards the cost of meter as required from PRFMPL) as mentioned in Schedule of tariff. I/We hereby declare that the Terms and Conditions of supply of Electrical Energy including Schedule of tariff as stated in this Application, have been signed and understood by me/us and I/We agree to be bound by them strictly.

Schedule of Energy Electrical Load

Type of Load	Quantity	Wattage Each	Total Watts
Light Points			
Fan Points			
Light Plug Points			
Power Plug Point			
Air Conditioners			
Room Coolers			
Water Heaters			
Heating Equipments			
Motors			
Refrigerations			
Others			

Total connected loadKW.
Contract Demand Load - Not to exceed KW/Sq. Ft.
Excess load shall be provided @ Rs. _____ per KW as per availability.
Supply required of 3 phases/single phase

Signature of applicant

(Name and Address) S/D/W of _____
R/o _____

For Use of PRFMPL

Contract of supply is KW subject to the terms & Conditions
and Schedule of tariff accepted.

For PARAS RE FACILITIES MANAGEMENT PVT. LTD.

AUTHORISED SIGNATORY

TERMS AND CONDITIONS OF SUPPLY OF ELECTRICAL ENERGY:-

Paras RE Facilities Management Pvt. Ltd.(hereinafter referred to as "PRFMPL") upon having obtained bulk power supply from the State Electricity Board or DHBVN Ltd. (hereinafter referred to "DHBVN") or any other government agency, and also having standby captive generator sets as well as the operational & maintenance responsibility of the electrical system, hereby agrees to supply/redistribute the electrical energy to Mr./Mrs./Ms. (hereinafter referred to as 'the allottee) based on the following terms and conditions:-

1 **Definitions :-**

- (a) The "Act" means the Indian Electricity Act, 1910 as amended from time to time.
- (b) The Allottee means the person who has allotted unit in Paras Square.
- (c) PRFMPL means the Paras Facilities Management Pvt. Ltd., being the distributing agency and its nominees, assignees, administrators, successors etc.
- (d) Connected load means the sum of the rated capacities of all the energy consuming apparatus in the Allottee's installation.
- (e) Contract demand means the maximum demand load projected by the Allottee at the time of Application.
- (f) Electrical energy charges shall mean charges for total energy consumed by the Allottee whether supplied from DHBVN source or through standby DG Set(s) etc. and is applicable to consumed by the Allottee in any month.
- (g) DHBVN shall mean Dakshin Haryana Bijli Vitran Nigam
- (h) A month shall mean a Calendar month.
- (i) Supply Act shall mean The Electricity (Supply) Act, 1948 as amended from time to time.
- (j) The Said Unit shall mean Unit No. floor No. in Paras Square, Sector 63A, Village Behrampur, Tehsil Sohna, Distt Gurgaon, Haryana.
- (k) The Rules shall mean the Indian Electricity Rules, 1956 as amended from time to time.

2. **Acceptance of Application :**

- (a) After the application is accepted by PRFMPL the Allottee shall pay a Security Deposit, Line development charges from DHBVN, Sub-station charges, HT meter, meter room, VCB charges, liaisoning fee, testing and inspection charges and /or any other charges required or may be demanded by PRFMPL, which shall correspond to the deposit paid/payable to DHBVN by PRFMPL. The Allottee also undertakes to pay electricity meter charges and installation charges with administration charges to PRFMPL.
- (b) As PRFMPL shall, on behalf of the occupants of the Said Complex, including the Allottee, apply for permission to distribute the electrical energy to the Said Unit / Said Complex / Said Plot, the Allottee in pursuance to the requirements of DHBVN and that of this Application, undertakes not to apply to DHBVN directly for supply of any electrical energy at the Said Unit.

3. **Point of Supply**

PRFMPL shall give the supply of energy to the Allottee at one point as PRFMPL may decide and the switch board and meters etc. on the Allottee's premises for the reception of PRFMPL's supply shall be erected by PRFMPL. The Allottee undertakes to pay on demand to PRFMPL installation charges, testing charges, meter charges as set out in the schedule of tariff annexed to this Agreement. All the installations of PRFMPL shall be maintained in good condition by the Allottee.

4. **Approval of Consumer's installation:**

Before any wiring apparatus is connected to PRFMPL supply lines the same shall be subjected to the inspection and approval by PRFMPL's representative and no connection shall be made from PRFMPL's supply line by any person other than authorised personnel of PRFMPL.

5. **Wiring Conditions:**

- (a) The wiring and apparatus comprising the Allottee's installation must always be in good order and condition, so as not to affect injuriously PRFMPL work or the use of electrical energy by other consumers.
 - (b) The wiring shall conform to the provisions of Indian Electricity Rules, 1956 and the relevant ISI code and the requirement of the particular Fire Insurance Company with which the Said Complex or Said Unit may be insured, and with such wiring regulations of PRFMPL as may be in force from time to time.
 - (c) The Allottee must in all cases provide linked quick break main switches and a main fuse on each pole other than the earthed neutral which must be placed within three feet of PRFMPL's meter or in such other position as shall be approved by PRFMPL.
 - (d) No addition/alteration in the Electric Installation Work, no addition of load other than contracted upon, shall be carried out by the Allottee without the knowledge of PRFMPL. The Allottee cannot connect or sublet the load, or permit connection from its sanctioned supply to any other Premises.
6. **Extension to the Allottee's Installation:**
In the event of any unauthorised extension, to the installation or of any unauthorised increase in contracted demand or sub-letting by the Allottee, PRFMPL shall be entitled to disconnect the supply to the Allottee's premises from PRFMPL's system and in the event of any damage to PRFMPL's system resulting from such unauthorised extensions, the Allottee shall pay to PRFMPL all expenses on account of and connected with such damage as determined by PRFMPL.
7. **Defects in the Allottee's Installation:**
In the event of any defects being discovered in the Allottee's wiring or apparatus connected to PRFMPL's supply lines or of any earth or leakage occurring on any section of the circuits so connected the Allottee, in the absence of any of PRFMPL's authorised employees shall immediately disconnect such part of the wiring or apparatus from the circuit and notify PRFMPL. PRFMPL, shall reserve the right to disconnect at any time such sections, from its supply systems.
8. **Meters:**
- (a) A correct meter shall be installed, sealed, maintained by PRFMPL at each point of the supply at the premises of the Allottee, and shall remain the property of PRFMPL so long as the Contract of supply subsists. PRFMPL reserves to itself the right to fix the position of the said meter.
 - (b) The said meter, shall not be connected, disconnected or unsealed by any person other than PRFMPL's authorised employees. The Allottee shall ensure that no meter seal is broken otherwise than by a representative of PRFMPL.
 - (c) The authorised employee of PRFMPL shall at all reasonable time have access to and be at liberty to read, inspect, test and if considered necessary remove the meter for testing etc.
 - (d) Should the Allottee require the said meter to be removed, it shall give notice to that effect in writing to PRFMPL, which may comply with such notice subject to the Allottee paying the charges prescribed in advance.
 - (e) Should the Allottee dispute the accuracy of the said meter, it may upon giving notice in writing to PRFMPL and paying in advance a prescribed fee, cause a test of the meter to be made by PRFMPL and if on such test being made the meter should prove to be not correct, PRFMPL may adjust the Allottee's account as may be considered appropriate with retrospective effect for a period not exceeding six months immediately preceding the date of such test or the date of removal of such a meter for purpose of test. Should the meter prove to be correct as prescribed by the Rules under the Act, the amount paid by the Allottee for the test will stand forfeited.
 - (f) Should PRFMPL at any time, detect the meter at the Said Unit to be incorrect PRFMPL shall cause a test of the said meter carried out, and should the meter prove to be not correct, the Allottee's account will be adjusted, as described above in sub-clause (e) above.
 - (g) Subject to the provision of sub-clause (e) and (f) above the supply taken by the Allottee as measured by the said meter shall be binding on the Allottee.
 - (h) Should PRFMPL at any time detect the meter at a consumers premises to be in-operative (or the Allottee so informs PRFMPL) it shall be replaced with a new meter against charges. The electricity supplied to the Allottee during the period in which the said meter had ceased to function shall be determined by taking average consumption of the last three months preceding the period in which the meter had ceased to function, or the average of the corresponding months of the preceding year, whichever is higher.

Provided that if the said meter ceased to function within the first three months of commencement or resumption of supply, the averages of the electricity supplied during the three months subsequent to the replacement of the said meter by a correct meter shall be taken as the basis of billing.

9. **Liability of the Allottee for damage to PRFMPL's Apparatus:**

The Allottee shall be solely responsible as determined by PRFMPL for any loss or damage, to any supply lines, main fuses, meters and/or other apparatus belonging to PRFMPL on the premises of the Allottee, whether caused maliciously or through culpable negligence or default on the part of the Allottee.

10. **Prejudicial Use of Supply:**

- (a) The Allottee shall not keep connected to PRFMPL supply system, any system or any apparatus which PRFMPL may deem to be likely to interfere with or affecting injuriously PRFMPL's supply to other consumers.
- (b) The Allottee shall not keep unbalanced the load on the three phases of the supply taken from PRFMPL, the maximum permissible difference in current between any two phases being five per cent.
- (c) The Allottee shall not make such use of the supply given by PRFMPL as to interfere with the safety or efficient working of PRFMPL's supply lines or other works, or to act prejudicially to PRFMPL in any manner whatsoever.

11. **Discontinuance of Supply:**

- (a) PRFMPL reserves the right to discontinue supply to a consumer by giving seven (7) days notice in writing if the Allottee defaults in making payment on due date, amount as stated in the bill or there are reasons to believe that the Allottee is contravening any of the provisions of the Act or of these conditions of supply or is committing a breach of this Agreement.
- (b) Theft of Energy: In case any representative of PRFMPL detects any theft/pilferage of electrical energy on the premises or any premises of the Allottee, its connection is liable to be disconnected immediately without any notice.
- (c) PRFMPL is providing the Allottee various maintenance services, inter alia street lights, lifts, water supply, generator sets etc. which do require and depend on electricity for its operation and maintenance. Moreover, the electric connection provided in the Said Unit is possible and maintained when the electrical installation/system are maintained well by PRFMPL. For maintenance services PRFMPL raises separated charges every month in addition to electricity consumption charges in the Said Unit and both form a part of total maintenance services bill. Failure to pay amount of such maintenance service bill within seven days of the notice in writing after the due date as notified in the bill will entitle PRFMPL to disconnect the electricity supply to the Said Unit under this Agreement.

12. **Failure of Supply:**

PRFMPL shall not be liable for any claims of loss, damage or compensation, whatsoever, arising out of failure or shortage in supply is due either directly or indirectly to war, mutiny, civil commotion, riot, strike, lock-out, fire, flood, tempest, lightening earthquake or other force majeure conditions or occurrence beyond the control of PRFMPL or inadequate or low quality of supply from DHBVN to PRFMPL.

13. **Security Deposit:**

Before commencement of supply of electrical to the Said Unit, the Allottee shall be liable to pay to PRFMPL Interest-free Security Deposits, Meter charges and other charges as set out in Annexure-III to this Agreement.

The Allottee agrees to pay/reimburse to PRFMPL further deposits and expenses as may be demanded by DHBVN from PRFMPL under the Bulk-Supply Scheme applicable to the Said Plot/ Said commercial complex.

The Allottee agrees that it shall pay on demand such Security Deposits as may be demanded by PRFMPL if the Allottee habitually defaults in the payment of its bills.

14. Bills:

PRFMPL shall render bill to the Allottee monthly, which shall be payable on or before the due date as mentioned in the Bill.

If the bill is not paid in full on due date and seven days thereafter the Allottee shall thereafter render itself to have the Said Unit disconnected by PRFMPL without prejudice to PRFMPL right to recover the amount of the bill as arrears. After payment, the objection, if any, with regard to the accuracy of the bill shall be made in writing to PRFMPL and the amount of such bill paid under protest within the aforesaid period will be regarded as advance to the credit of the Allottee's account until such time the objection is settled through arbitration process... Should the Premises be so disconnected, the connection shall not be restored by PRFMPL, until full settlement shall have been made by the Allottee of all outstanding dues including interest for delay, Security Deposit, (if same was earlier adjusted) & the charges for reconnection of supply as may be prescribed.

15. Right of PRFMPL to nominate/assign/entrust the Work of Supply of Electrical Energy:

The Allottee agrees that it shall not object if PRFMPL at any time, in its sole discretion hands over/nominates/ assigns/entrusts the work of supply of electrical energy to such nominee/assignee, other body corporate, agency, Association/Society/ of occupants etc. as it may in its sole discretion deem fit and in that in that event this Agreement shall continue to be valid and enforceable between the nominee/assignee, other body corporate, agency, society of occupants etc, and the Allottee.

16. Interpretation:

The conditions of supply shall be subject to this Agreement, Tripartite Maintenance Agreement, the Act and the Supply Act. However, nothing in these Terms and Conditions shall abridge or prejudice the rights of the parties as may be available under any law in force in India.

17. Schedule of Tariff & Charges and Rights of PRFMPL to Revise the Schedule of Tariff and Charges

The Schedule to Tariff and Charges for supply of electrical energy is enclosed as Annexure-III. PRFMPL reserves the right at any time to amend, cancel or add to any of these Schedule & Conditions based on revision of tariff and condition of supply between DHBVN & PRFMPL.

18. Access to Consumer premises:

The duly authorized employee of PRFMPL shall be entitled to enter the premises of the Allottee at all reasonable time for the purpose of inspection and getting the Allottee's installation and inspecting and testing any apparatus belonging to PRFMPL on the Allottee's premises or for doing all necessary work for giving or maintaining supply to the Allottee.

19. Assignment of Transfer of Agreement:

The Allottee shall not without previous consent in writing of PRFMPL assign, transfer in whole or part the benefit of this agreement with PRFMPL nor shall the Allottee in any manner part with or create any partial interest thereunder or sublet the same.

20. Service of Notice:

- (a) Any notice by PRFMPL to the Allottee shall be deemed to be given, served in writing addressed to the Allottee delivered by hand at, or sent by registered post to the address specified in this Agreement or as subsequently notified to PRFMPL.
- (b) Any notice by the Allottee to PRFMPL shall be deemed to be duly given if served in writing addressed to PRFMPL and delivered by hand at or sent by registered post to the registered officer of PRFMPL.

21. Disputes:

Excepting the case of theft/pilferage of electric energy or interference with Meter etc., which are inter alia offences in the event of any differences or disputes arising between PRFMPL and the Allottee in respect of any matter connected with the supply or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an Agreement between PRFMPL and the Allottee and in the event of any differences or dispute which is not resolved between PRFMPL and the Allottee, the matter shall be referred to arbitration of Sole Arbitrator nominated by PRFMPL. Reference to arbitrations shall be without prejudice to the right of PRFMPL to effect recovery of the arrears of dues (through disconnection of supply or otherwise). The decision of Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at the corporate office of the company in Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 2007. The Courts at Gurgaon and/or High Court at Chandigarh alone shall have the jurisdiction for all matters of dispute arising out or touching and/or covering this transaction.

ALLOTTEE / APPLICANT

Schedule of Tariff as may Applicable

1. **ENERGY CHARGES:**

- a) For Billing Purpose During the Financial Year (On Prevalent DHBVN Charges to Direct consumers)

Current Rate/ Unit	Rate	:	Rs.	_____
Transmission Loss	Rate	:	Rs.	_____
	Elect. Duty	:	Rs.	_____
	Total	:	Rs.	_____

2. **INTEREST-FREE SECURITY DEPOSITS:**

- a) Service Connection Deposit : Nil
(Non- refundable)
- b) Advance Consumption Deposit : Rs. _____ per KW
(Refundable)
- c) Meter Security Deposit : Rs. _____ per Meter

3. **MINIMUM DEMAND CHARGES** : Rs. _____ per KW
of Contract Demand

4. **MISCELLANEOUS:**

- a) Meter Installation Charges : Rs. _____ per meter
- b) Meter Testing Charges : Rs. _____ per meter
- c) Re-connection/Disconnection Charges : Rs. _____ per meter
- d) Periodic Inspection Charges : Rs. _____ per meter
- e) Meter Charges : Rs. _____ per meter.

NOTE:

- Electronic Meters are not provided at present in the Said Unit. However, if the electronic meter are provided at a later date then the allottee agrees to pay to PRFMPL the deposit and meter charges as determined by PRFMPL. The allottee is required to note that the deposit and charges of electronic meters will not correspond to DHBVN Schedule, which pertains to electro-mechanical meters.
- This Schedule to Tariff shall correspond to the Schedule of Tariff Of DHBVN prevailing on the date of execution of this Agreement. Any amendment, addition, alteration or modification in the Schedule of Tariff of DHBVN shall be deemed to be automatically incorporated in this Schedule of Tariff without any notice.
- Cost of the meter shall be recovered from the allottee in full if it is damaged due to excess power consumption by the allottee over and above the sanctioned load.

ENDORSEMENT

<p>I/We hereby assign all our right, title and liabilities under this agreement in favour of My/our Nominee</p> <p>Shri _____</p> <p>_____</p> <p>S/W/D of _____</p> <p>_____</p> <p>R/o _____</p> <p>_____</p> <p>_____</p> <p>(Signature) TRANSFEROR</p>	<p>I/ We hereby accept all the rights and liabilities under this agreement assigned in my/our favour and under take to abide by the same retrospective/ prospective date.</p> <p>Shri _____</p> <p>_____</p> <p>S/W/D of _____</p> <p>_____</p> <p>R/o _____</p> <p>_____</p> <p>_____</p> <div style="border: 1px solid black; width: 100px; height: 100px; margin: 10px auto; text-align: center; padding: 5px;"> Please Paste your recent photograph </div> <p style="text-align: right;">(Signature) TRANSFEE</p>	<p>The above nomination / assignment is hereby Confirmed on the basis of affidavit and undertaking given by the parties.</p> <p>M/s Blackberry Realcon Pvt. Ltd.</p> <p>Director/ Authorised Signatory</p>
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Instructions for execution of the Commercial Space Buyer's Agreement

1. Kindly sign along with Joint Allottee, if any, on all places marked (x) in this Buyer's Agreement including all Annexures.
2. Kindly paste, at the place provided, color photographs including photographs of all Joint Allottee(s) and sign across the photographs.
3. Kindly provide the permanent account number ('PAN') of the Allottee(s) issued by the Income Tax Department to the Company.
4. Two (2) signed copies of the Commercial Space Buyer's Agreement with all the Annexures in its original form shall be returned to the Developer by registered post (acknowledgement due) / hand delivery only within the time stipulated in this Buyer's Agreement.
5. Kindly sign next to the tentative typical Commercial Space plan in Annexure IV , as applied by you.
6. Witnesses signatures to be done only on page last page of the agreement.
7. Allottee required to submit their Identity and Address Proof with agreement.
8. Signature attested from Bank, where the allottee's a/c exist.