

TPD J-PH-04

Instructions for execution of the Apartment Buyers Agreement

1. Kindly sign along with joint allottee, if any, at all places marked (x) in the Agreement including all annexures and stamp paper.
2. Kindly paste, at the place provided, color photographs of all joint allottee(s) / authorized signatory and sign across the photograph (s).
3. Kindly use a black ball point pen (preferable) while filling in details or signing the Buyers Agreement.
4. Both signed copies of the Unit Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD) / courier / hand delivery only within the time stipulated in this Agreement.
5. Kindly sign next to the tentative typical Floor/Unit plan as applied by you in the relevant Annexure.
6. Witnesses signatures are mandatory on the relevant page
7. In case of change in authorized signatory for a Partnership firm, please send us a copy of the partnership deed and resolution signed by all Partners.
8. In case of change in authorized signatory for a Company, please send us a Copy of Board Resolution along with a certified copy of Memorandum & Articles.

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Agreement No. :720184
Project :Premier Terraces At Palm Drive
Unit No. :TPD J-PH-PH-04
Tower No. :J
Total Consideration : Rs.30003484.06/-

BUYER'S AGREEMENT

THIS BUYER'S AGREEMENT ("Agreement") is made and executed at New Delhi on this _____ day of _____

BY AND AMONGST:

EMAAR MGF LAND LIMITED, a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at 28, ECE House, 1st Floor, Kasturba Gandhi Marg, New Delhi-110 001, hereinafter referred to as 'EMAAR MGF' or 'Company' (which expression shall, unless contrary or repugnant to the context hereof, include its successors-in-interest, liquidators and assigns, representatives, group companies, affiliates, associates, holding companies, parent companies, nominees and successors), and forming part of this Agreement) of the ONE PART;

AND

(i) Mr. Gaurav Dutt, S/O Devinder Chander Mehta resident of 216-P, Sector-31, Huda, Gurgaon, Gurgaon, 122002, Haryana, India

(ii) Mrs. Mamta Dutt, W/O Gaurav Dutt, 216-P, Sector-31 Huda, Gurgaon 122002 Haryana, India (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, deem to include their legal heirs, administrators, executors successors & permitted assigns) of the Other Part

WHEREAS:

A. APPL and CIPL and the Developer have represented as follows:

I. APPL and CIPL are the absolute owners of approximately 31.62 Acres (with increase in future) of contiguous land situated in the revenue estate of Village Badshahpur, Tehsil & District Gurgaon, Haryana and falling within the boundaries of the Sector 66, Urban Estate, Haryana, hereinafter referred to as "Project Land" along with all easement rights and as more particularly described in Schedule 'A' of this Agreement, mutation whereof was also sanctioned in their favour in accordance with law by the Patwari of Village Badshahpur, Tehsil & District Gurgaon, Haryana.

II. CIPL entered into a Development Agreement dated 18.03.2006 with the Developer with respect to a portion of the Project Land more particularly described in Schedule I of Annexure I (hereinafter referred to as "Schedule I Land") for the development of the Project Land into a Group Housing Complex comprising of villas and apartments on the Project Land.

III. APPL, which is an associate company of Emaar MGF i.e. the Developer is the absolute owner of the remaining portion of the Project Land more particularly described in Schedule II of Annexure I. (hereinafter referred to as "Schedule II Land")

IV. Emaar MGF has rights in the Schedule I Land by virtue of the Development Agreement dated 18.03.2006 with CIPL and has rights in the Schedule II Land. Emaar MGF shall develop the Project Land into a Group Housing Complex comprising of villas and apartments.

V. An application for grant of license was made to the Director, Town & Country Planning Department, Haryana, hereinafter referred to as "DTCP", for development of the Project Land as a Group Housing Complex comprising of villas and apartments on the Project Land as falling within the revenue estate of Village Badshahpur, Tehsil & District Gurgaon, Haryana and the license has been duly granted vide Memo No. DS-2007/24799 dt. 27.09.2007

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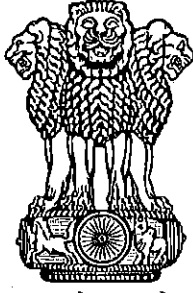
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Mamta Dutt



For EMAAR MGF LAND LTD.
For EMAAR MGF LAND LTD.

Auth. Authorised Signatory



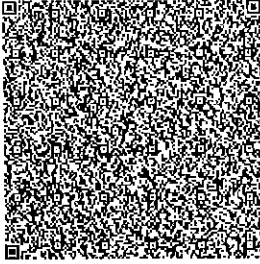
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL708033967860990
Certificate Issued Date	: 15-Jul-2016 09:26 AM
Account Reference	: IMPACC (IV)/ dl741803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL741803388625595278530
Purchased by	: Emaar MGF Land Ltd
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Emaar MGF Land Ltd
Second Party	: Not Applicable
Stamp Duty Paid By	: Emaar MGF Land Ltd
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



-----Please write or type below this line-----

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For EMAAR MGF LAND LTD.

[Signature]
Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

issued by the DTCP, Haryana hereinafter referred to as "the Licenses"

VI. CIPL has irrevocably constituted Emaar MGF and/or its nominees as its power of attorney vide deed of power of attorney dated 23.01.2007 for submitting applications to the various authorities, requisitions, licenses, permissions, approvals, sanctions in connection with the sanctioning, development, construction and completion of the development of Schedule I Land and construction of the Complex and also to do all acts, deeds and things as may be required for the booking and allotment of Villa(s) and/or space(s) in the Complex and for executing the requisite documents in respect of such bookings and allotment and for executing all the documents including the sale letters, conveyance deed or sale deed, etc., in favour of the purchasers in respect of 65%(Sixty Five Percent) of the proposed built-up area of the Schedule I Land falling to the share of Developer or any part thereof and also in respect of the proposed built up area falling to the share of CIPL or any part thereof only to the extent of the area in respect of which their respective share of the booking amount and present the same for registration before the concerned registering authority and for all other purposes mentioned in the said deed of power of attorney till the subsistence and full implementation of the Development Agreement dated 18.03.2006 in all respects.

VII. Pursuant to the Development Agreement dated 18.03.2006 and in terms of the Licences, the Developer is developing the Complex i.e. the multi-storeyed residential complex, by the name of "The Palm Drive", consisting of high end apartments and luxury villas, car parking spaces, recreational facilities, landscaped gardens and other utilities, which the Developer is proposing to complete in all respects with reference to civil finishes, flooring, electrical power to the distribution panels on each level/floor, plumbing, together with appurtenant spaces and comprising of various buildings, parking spaces and other utilities and landscaping on the Project Land, hereinafter referred to as "the Complex", in accordance with sanctioned plans and approvals to be sanctioned/sanctioned by the DTCP or any other competent authority.

VIII. The zoning and the demarcation plans for the Project Land are yet to be sanctioned by DTCP.

IX. In terms of the Development Agreement dated 18.03.2006.

a. The Developer is entitled to sell the proposed constructed spaces through pre-launch sale bookings and collect money through pre-launch booking sale receipts;

b. The Developer is fully entitled to formally launch and sell the proposed constructions under the brand name "The Palm Drive" after the grant of licenses but before the approval of the development plans and the building plans for the Complex (covering the entire area of land i.e. the Project Land) by DTCP, Haryana and the concerned competent authorities,

c. It has been clearly understood and agreed between CIPL and the Developer that the entire covered and uncovered built/unbuilt area of the Complex built on the Schedule II Land along with proportionate undivided, indivisible or impartible ownership rights in the Schedule II Land as also in common areas and common amenities and 65% (Sixty Five percent) of covered and uncovered built/unbuilt area of the Complex built on the Schedule I Land along with proportionate undivided, indivisible or impartible ownership rights in the Schedule I Land shall fall to the share of Emaar MGF (hereinafter referred to as "Developer's Allocation") in consideration of the obligations undertaken by the Developer under the Development Agreement dated 18.03.2006 and shall belong to and be owned by the Developer.

d. It is further clearly understood and agreed between the Developer and CIPL that the remaining 35% (Thirty Five percent) of the covered and uncovered built/unbuilt area of the Complex built on the Schedule I Land together with proportionate undivided, indivisible or impartible ownership rights in the Schedule I Land as also in the common areas and common facilities will belong to and be owned by CIPL (herein referred to as "CIPL's Allocation").

e. Upon completion of construction of the Complex, the conveyance deeds and the sale letters of the respective Villas forming part of the CIPL's Allocation shall be signed by CIPL.

X. The Developer has represented and clarified to the Allottee that the building plans and the floor plans have been prepared on the basis of the guidelines issued by the DTCP, Haryana and while preparing the building plans and the floor plans, all the essential requirements have been complied with. However, in case the DTCP or any other competent government authorities or the State Government authorities direct to make any additions or alterations, the Developer shall carry out the same in accordance with law.

XI. The Developer herein represents and warrants that it is competent to execute this Agreement.

B. The Apartment Allottee(s) have (has) vide his/her/their/its application dated _____ applied for registration/provisional allotment of a residential Apartment/Villa/Penthouse in the Group Housing Complex ("Application"). The Apartment Allottee has (have) understood and has (have) 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 residential

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Apartment/Villa/Penthouse in the Group Housing Complex which inter alia includes the execution and signing of this Apartment Buyer's Agreement.

C. Pursuant to receipt of the Application by the Company and upon completion of all procedural formalities, the Company has provisionally allotted an Apartment/Villa/Penthouse (refer clause 1.1 for details) in the Group Housing Complex for such consideration as described in detail hereinafter. The Apartment Allottee agrees and understands that the areas provisionally allotted to them are tentative and are subject to change as contemplated in this Agreement till the grant of occupation certificate by the competent authority.

D. The Company and the Apartment Allottee are now desirous of entering into this Apartment Buyers Agreement for recording their mutual understanding for the sale and purchase of the Apartment /Villa/Penthouse upon such terms and conditions as contained herein.

The building/tower, Apartment/Villa/Penthouse comprised in Group Housing Complex and the Group Housing Complex shall hereinafter be collectively referred to as "Property"

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

1. SALE OF APARTMENT AND RIGHTS THERETO

1.1 Description of the Apartment /Villa/Penthouse

(a) In consideration of the Apartment Allottee complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required, and agreeing to make timely and complete payments of the sale price as per the Schedule of Payments as annexed hereto in **Annexure-II**, the Company hereby agrees to sell, convey and transfer and the Apartment Allottee(s) hereby agrees to purchase and receive the Apartment /Villa/Penthouse* bearing no.TPD J-PH-PH-04, located on PH floor situated in tower/block no.J having a super area of sq.ft. (approx.) which includes an apartment area of 3500.89 sq.mtr. (approx.) in the Group Housing Complex, alongwith the exclusive right to use _____ car parking space, and/or a separate swimming pool/garden (in case of Villa) alongwith undivided proportionate share in the land with respect to said Apartment /Villa / Penthouse, to be calculated as provided for, later in this Agreement, along with the proportionate right to use the common areas and facilities in the Group Housing Complex (hereinafter referred to as "Apartment /Villa/Penthouse"). The areas allotted are tentative and are subject to change till the grant of occupation certificate by the competent authority. The Sale price of the Apartment/Villa/Penthouse shall be calculated on the basis of Super Area as defined hereinbelow in clause 1.1 (d) and more specifically detailed out in Annexure IV hereto.

(b) It is clarified that though not forming part of computation of super area for which the price is charged, the Apartment Allottee shall be entitled to ownership of the undivided proportionate share in the land with respect to the said Apartment/Villa/ Penthouse only.

In case of the said Apartment/Penthouse, the undivided proportionate share of the land underneath the said building (i.e. the land which is the footprint of the building/tower/block in which the said Apartment/Penthouse is situated) shall be calculated in the ratio of super area of the said Apartment/Penthouse to the total super area of all the apartments and penthouses situated within the said building only, and

In case of the Villa, the undivided proportionate share of the land shall be calculated in the ratio of super area of the Villa to the total super area of all the villas within the Group Housing Complex.

It is made abundantly clear and agreed by the Apartment Allottee that no other land shall form part of this Agreement and the Apartment Allottee agrees and understands that it shall have no right, title, or interest of any kind whatsoever on any other land forming part of the Group Housing Complex except to the extent of using only such general commonly used areas and facilities within the Group Housing Complex limited to and precisely listed in **Annexure III** subject, however, to the timely payment of maintenance charges by the Apartment Allottee. *(Delete whichever is not applicable)

(c) All other land(s), areas, facilities and amenities, except those specified hereinabove in this Agreement which falls to the share of the Apartment Allottee, are specifically excluded from the scope of this Agreement and the Apartment Allottee agrees and understands that that it shall be not permitted and/or entitled to any 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 scope of this Agreement or in the computation of super area for calculating the sale price and, therefore, the apartment Allottee has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Apartment Allottee agrees and understands

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that ownership of such land(s), areas, facilities and amenities vests solely with the Company, its associates and subsidiary companies and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Company and its associates and subsidiary companies.

(d) "Super Area" shall mean and include the covered area, verandah and balcony, inclusive of the area under periphery walls, area under the columns and walls, area utilized for services, viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies, refuge areas and such other common areas not separately described herein. The Super Area has been described in detail in Annexure IV of this Agreement.

1.2 Sale Price for Sale of Apartment /Villa/Penthouse

(a) Sale Price

(i) The Sale Price of the Apartment/Villa/Penthouse ("Sale Price") payable by the Apartment Allottee(s) to the Company includes the Basic Sale Price, External Development Charges, Infrastructure Development Charges, Preferential Location Charges (wherever applicable) and exclusive right to use the dedicated car parking(s), which shall be Rs. /-.

(ii) The Sale Price includes the proportionate cost of fire fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code 2005, and any subsequent amendments thereof or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Apartment Allottee(s) undertakes to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Company, such additional expenditure incurred thereon in proportion to the super area of his/her/their/its Apartment /Villa/Penthouse to the total super area of all the Apartments/Villas/Penthouse in the said Group Housing Complex as determined by the Company.

(b) Booking/Registration Amount

Out of the total Sale Price for the Apartment/Villa/Penthouse, the Apartment Allottee has/have paid a booking amount of Rs.2000000/- (Twenty Lakh Only)at the time of the registration/provisional allotment of the Apartment /Villa/Penthouse which the Company hereby acknowledges.

(c) Payment Plan

The Apartment Allottee agrees and undertakes to pay the balance amount of the Sale Price in accordance with the payment plan detailed in schedule of payment annexed at **Annexure II** hereto. In the event the Apartment Allottee fails, neglects and/or delays the payment of installments then, notwithstanding the right of the Company to cancel such allotment at its sole discretion at any time after such default in such payment occurs, the Company at its sole option and discretion, without prejudice to any other rights provided to it under this Agreement, waive such failures, neglects and/or delays in the payment of installments but only on the condition that the Apartment Allottee shall pay interest on the installment due, in addition to the installment due, to be calculated from the due date of outstanding installment @ 24% per annum compounded quarterly till the date on which such installment is paid by the Apartment Allottee to the Company. It is made clear and so agreed by the Apartment Allottee that the exercise of such discretion to waive such failures, neglects and/or delays in the payment of installments by any one apartment allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in case of other Apartment Allottees.

(d) Adjustment of Installments

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

(e) Preferential Location Charges

(i) The Company shall, apart from the basic price of the Apartment /Villa/Penthouse, charge or fix preferential location charges ("PLC") for certain Apartments/ Villas/Penthouse in the Group Housing Scheme and if the Apartment Allottee opts for any such Apartment/Villa/Penthouse then he/she/them/it shall be liable to pay such PLC

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to the Company.

(ii) The Sale Price for preferentially located Apartment/Villa/Penthouse is calculated at additional rate of Rs. /- per sq. ft. of super area for Apartments/Villas/Penthouses located in the Group Housing Complex. The above rate of PLC is applicable to ground floor, top floor, one below top floor/penthouse Apartment, park/ club facing, penthouse, corner, penthouse (corner) etc., and if due to change in layout plan, the location of any Apartment/Villa/Penthouse, 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 Apartment Allottee 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 Apartment Allottee in this regard. However, if due to the change in the layout plan the Apartment/Villa/Penthouse ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of preferential location charges paid by the Apartment Allottee 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 Apartment/Villa/Penthouse.

(f) External Development Charges

The proportionate amount of the external development charges ("EDC") levied by DTCP till the date of issue of license are included in the Sale Price payable by the Apartment Allottee for the said Apartment/Villa/Penthouse. Any increase in the EDC levied, by whatever name called or in whatever form and with all such conditions imposed by the government and/or any competent authority (ies) prior to the execution of the Apartment Buyer's Agreement shall be paid to the Company on demand. However, in the event the EDC's are increased after the execution of the Apartment Buyers Agreement, then such increase in EDC's shall be borne and paid by the Apartment Allottee in proportion to the super area of the Group Housing Complex directly to the Company within thirty (30) days of the receipt of any such communication. It is further clarified and the Apartment Allottee agrees that in the event of the EDC being raised/charged further on the Company by the competent authorities, then such further /additional EDC shall be payable by the Apartment Allottee to the Company on pro-rata basis.

(g) Super Area

It is made clear that the super area of the Apartment/Villa/Penthouse as defined in Annexure-IV is tentative and is subject to change till the construction of the Group Housing Complex. The Sale Price payable shall be recalculated upon confirmation by the Company of the final super area of the said Apartment/Villa/Penthouse and any increase or reduction in the super area of the said Apartment/Villa/Penthouse shall be payable or refundable, without any interest, at the same rate per square feet as agreed herein above. If there shall be an increase in super area, the Apartment Allottee agrees and undertakes to pay for the increase in super area immediately on demand by the Company and if there shall be a reduction in the super area, then the refundable amount due to the Apartment Allottee shall be adjusted by the Company from the final installment as set forth in the schedule of payments appended in **Annexure II**.

(h) Infrastructure Development Charges

The proportionate amount of the infrastructural development charges ("IDC") levied by DTCP till the date of issue of license are included in the Sale Price payable by the Apartment Allottee for the said Apartment/Villa/Penthouse. Any increase in the IDC levied, by whatever name called or in whatever form and with all such conditions imposed by the government and/or any competent authority (ies) prior to the execution of the Apartment Buyer's Agreement shall be paid to the Company on demand. However, in the event the IDC's are increased after the execution of the Apartment Buyers Agreement, then such increase in IDC shall be borne and paid by the Apartment Allottee in proportion to the super area of the Group Housing Complex directly to the Company within thirty (30) days of the receipt of any such communication. It is further clarified and the Apartment Allottee agrees that in the event of the IDC being raised/charged further on the Company by the competent authorities, then such further /additional IDC shall be payable by the Apartment Allottee to the Company on pro-rata basis.

(i) Earnest Money

(i) The Apartment Allottee understands and agrees that payment of earnest money is to ensure the fulfillment of terms and condition of the Agreement. Out of the amount(s) paid/ payable by Apartment Allottee towards the Sale

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Price, the Company shall treat 10% of the Sale Price as earnest money (hereinafter referred to as the "Earnest Money") to ensure fulfillment of the terms and conditions as contained in the application and this Agreement, by the Apartment Allottee(s).

(ii) The Apartment Allottee hereby agrees that the Company shall have the right to forfeit out of the amounts paid/payable by him/her/them/it, the Earnest Money with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker) in the event of the failure of the Apartment Allottee to perform his/her/their obligations or non-fulfillment of all/any of the terms and conditions set out in this Agreement executed by the Apartment Allottee or in the event of failure of the Apartment Allottee to sign and return this Agreement in its original form to the Company within thirty (30) days from the date of its dispatch by the Company.

(iii) The Apartment Allottee(s) agrees that the conditions for forfeiture of Earnest Money with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker) shall remain valid and effective till the execution and registration of the conveyance deed for the said Apartment/Villa/Penthouse and that the Apartment Allottee hereby authorizes the Company to effect such forfeiture without any notice to the Apartment Allottee and the Apartment Allottee has agreed to this condition to indicate his/her/their/its commitment to faithfully fulfill all the terms and conditions contained in his/ her application and this Agreement.

(j) Mode of Payment

The Apartment Allottee agrees and undertakes to make all payments in time without any reminders from the Company through A/c Payee Cheque(s)/Demand Draft(s) payable at Delhi. The Apartment Allottee agrees that the payments on due dates as set out in Annexure- II shall be made promptly and the Company shall not be required to send any notice or demand for payment of the scheduled payments as per the said Annexure II.

1.3 Parking Space

(a) The Apartment Allottee agrees and understands that the exclusively reserved parking space assigned to the Apartment Allottee shall be understood to be together with the Apartment/Villa/Penthouse and the same shall not have any independent legal entity detached or independent from the said Apartment/Villa/Penthouse. The Apartment Allottee undertakes not to sell/ transfer/ deal with such exclusive reserved parking space independent of the said Apartment/Villa/Penthouse. In case the Apartment Allottee has/have applied for and has been allotted an additional parking space, the same shall also be subject to this condition. However, such additional parking space can be transferred to any resident in the Group Housing Complex only and in no circumstance, the additional parking space can be transferred to a third party who is not a resident of the Group Housing Complex.

(b) The Apartment Allottee undertakes to park his/her/their/its vehicle in the allotted parking space and nowhere else in the Group Housing Complex.

(c) The Apartment Allottee agrees and understands that the Apartment Allottee shall not be entitled to use the basement and other areas in the Group Housing Complex reserved for services, maintenance staff etc. for parking his/her/their/its vehicles or any other usage.

(d) The Apartment Allottee agrees and understands that the allotted reserved parking spaces or any unallotted car parking spaces in the Group Housing Complex shall not form part of common areas and facilities of the said Apartment/Villa/Penthouse for the purpose of the declaration to be filed by the Company under Haryana Apartment Ownership Act, 1983 ("Act") as amended from time to time. The Apartment Allottee agrees and confirms that the reserved parking space allotted to him/her/them/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, re-possession etc. of the said Apartment/Villa/Penthouse under any of the provisions of this Agreement or otherwise.

2. COSTS & EXPENSES

The Apartment Allottee agrees and undertakes to pay all additional amounts, including but not limited to any

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additional costs, expenses, deposits, charges for bulk supply of electrical energy, installment of additional transformers, sub-stations or any transmission line in respect of the Group Housing Complex as demanded by the Company and/or the maintenance agency from time to time.

3. CLUB MEMBERSHIP REGISTRATION CHARGES

(a) In accordance with the development plan of the Group Housing Complex, the Company proposes to develop a club for recreational purposes (the "Club") and the Apartment Allottee has/have agreed to avail membership of the Club. The Apartment Allottee understands that the Club may be developed either simultaneous with or after development of the Apartment/Villa/Penthouse. The Apartment Allottee agrees to pay Club Membership Registration Charges ("CMRC") for availing membership of the Club and Club Development Expenses as and when required for this purpose by the Company.

(b) On the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club and other incidental factors effecting the running, maintenance and upkeep of the Club, the Apartment Allottee shall pay charges as prescribed from time to time by the Company and agree to abide by the rules and regulations formulated by the Company for proper management of the Club.

(c) The Apartment Allottee agrees and understands that all other areas, facilities and amenities other than specified hereinabove such as swimming pool, health club, club area etc., are specifically excluded from the scope of this Agreement. The Apartment Allottee shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities have not been included in the computation of super area for calculating the Sale Price and, therefore, the Apartment Allottee has/have not paid any money for use or ownership in respect of such areas, facilities and amenities. The Apartment Allottee agrees and acknowledges that the ownership of such areas, facilities and amenities shall vest solely with the Company and their usage and manner/ method of use shall be at the sole discretion of the Company.

(d) The Company as the owner of such areas, facilities and amenities shall have the sole right and absolute authority to deal in any manner including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease or any other mode which the Company may deem fit at its sole discretion.

4. LEASE OF OPEN SPACE ON THE ROOFTOP

The Company reserves the right to give on lease or hire any part of the top roof/ terraces above the top floor [except terraces forming a part of Penthouse(s)] of the Group Housing 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 Apartment Allottee agrees that he/she/they/it shall not object to the same and make any claims on this account.

5. PLANS AND CONSTRUCTION

(a) The Apartment Allottee has seen, reviewed and accepted the payment plan provided in Annexure-II, tentative plans/ typical floor plan/ site plan/ parking plan as provided in Annexure-V and the tentative specifications as provided in Annexure-V of this Agreement. The Apartment Allottee agrees and acknowledges that the same are subject to change at the sole discretion of the Company and the Apartment Allottee has accepted and consented to this condition.

(b) The construction of the Group Housing Complex and the said Apartment/Villa/Penthouse including the materials, equipments and fixtures to be installed therein shall be substantially in accordance with the specifications as given in Annexure-VI subject to the rights of the Company to amend the 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 the Apartment Allottee hereby agree to this condition.

6. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

(a) The Company shall have the right to effect and/or carry out such additions, alterations, deletions and

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modifications, as the Company may, at its sole option and discretion, consider necessary or as directed by any competent authority and/or the architect at any time even after the building plans for the towers/buildings/villas are sanctioned and till the grant of an occupation certificate, to which the Apartment Allottee hereby consents and shall raise no objection. Such changes may include but shall not be limited to change in the building plans of the towers/buildings/villas, floor plans, Apartment plans, location, preferential location, number, increase or decrease in number of apartments, floors, block or area of the Apartment /Villa/Penthouse, designs and specifications annexed in Annexure VI. However, this shall be without any prejudice to the rights of the Company under clause 6 (c) 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, preferential location, number, boundary or area of the Apartment/Villa/Penthouse, the Company shall intimate the same to the Apartment Allottee 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 Sale Price of the built-up Apartment/Villa/Penthouse based on the original rate at which the Apartment /Villa/Penthouse was booked.

(c) The Apartment Allottee agrees and acknowledges that the Company shall have the right to make additions to or put up additional structures in/ upon the said tower/buildings or anywhere in the said Group Housing Complex as may be permitted by the competent authorities and such additional structures shall be the sole property of the Company which the Company shall be entitled to dispose off in any manner without any interference whatsoever on the part of the Apartment Allottee(s).

(d) In case of any alteration/ modification resulting in more than 10% increase or decrease in super area of the Apartment/Villa/Apartment in the sole opinion of the Company any time prior to and upon the grant of occupation certificate, the Company shall intimate the Apartment Allottee in writing of such increase or decrease in super area thereof and the resultant change, if any, in the Sale Price of the Apartment/Villa/Penthouse. The Apartment Allottee agrees that in the event of such increase or decrease in super area, if the Apartment Allottee has any objection to the same, the Apartment Allottee shall intimate the same to the Company within thirty (30) days of the date dispatch of such notice by the Company, failing which the Apartment Allottee shall be deemed to have given his/her absolute consent to such increase or decrease in super area and/or any alterations/modifications and for payments, if any, to be paid in consequence thereof. However, in case of such increase or decrease in super area, if any demand is made for refund of the monies deposited by the Apartment Allottee towards the Apartment booked by Apartment Allottee with the Company, then in such case this Agreement shall be cancelled without any further notice and the Company shall refund the money received from the Apartment Allottee within thirty (30) days from further sale of the Apartment/Villa/Penthouse to any third party. On payment of money after making deductions of earnest money, the Company and/ or the Apartment Allottee shall be released and discharged from all their obligations and liabilities under this Agreement. It being specifically agreed that irrespective of any outstanding amount payable by the Company to the Apartment Allottee(s), the Apartment Allottee shall have no right, lien or charge on the Apartment/Villa/Penthouse in respect of which refund as contemplated by this clause is payable.

(e) In case of any alteration/modification resulting in less than 10% increase in super area, then in such an event, the Company shall not be obliged to take any consent from the Apartment Allottee. The Apartment Allottee agrees and acknowledges that he/she/they/it shall be obliged to make payments for such increase in area within thirty (30) days of the date dispatch of such notice by the Company.

(f) In case of any alteration/modification resulting in less than 10% decrease in super area, then in such an event, the Company shall not be obliged to take any consent from the Apartment Allottee. The excess amount towards the consideration shall be adjusted by the Company at the time of final accounting before giving possession to Apartment Allottee. The Apartment Allottee agrees and acknowledges that the Company shall not be obliged to pay any interest in this regard.

(g) The Company shall have right, without approval of any Apartment Allottee in the Group Housing 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 Apartment/Villa/Penthouse within the Group Housing Complex and the Apartment Allottee agrees not to raise objections or make any claims on this account.

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7. SALE DEED

The Sale Deed shall be executed and get registered in favour of the Apartment Allottee within six months from the date of receipt of full sale consideration including but not limited to Sale Price, PLC, EDC, late payment charges, interest and other charges and compliances of all other terms and condition of this Agreement by the Apartment Allottee. The cost of stamp duty, registration charges, and other incidental charges and expenses will be borne by the Allottee in addition to the full sale price of the Apartment, as and when demanded by the Company. The Apartment Allottee shall bear all duties, taxes and charges that may be levied by the Government on this Agreement. The Apartment Allottee may with the prior approval of the Company raise and or avail loan from banks for this purpose only. The Apartment Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment/Villa/Penthouse or excuse the Apartment Allottee(s) from completing the payment of the Sale Price of the said Apartment/Villa/Penthouse or performing all the Apartment Allottee(s) other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the conveyance deed the said Apartment/Villa/Penthouse shall be free and clear of all encumbrances, lien and charges whatsoever.

8. LOAN/FINANCE

The Company shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage of the said Apartment/Villa/Penthouse/tower/building/Group Housing Complex subject to the condition that the said Apartment/Villa/Penthouse shall be free from all encumbrances at the time of execution of conveyance deed. The Company/ Financial Institution/ Bank shall always have the first charge on the said Apartment/Villa/Penthouse for all their dues and other sums payable by the Apartment Allottee or in respect of any loan granted to the Company for the purpose of the construction of the Group Housing Complex.

9. REPRESENTATIONS & WARRANTIES OF THE COMPANY

(a) The Company has represented that it is entitled to transfer and or alienate the Land or any portion of it including the apartment's floor space, car parking space in the Group Housing Complex constructed or to be constructed thereon by way of sale, lease, conveyance, mortgage, and/or handing over possession including but not limited to executing all documents such as sale letters, sale deed, conveyance deed etc. in favour of the intending purchasers

(b) The Company has represented and the Apartment Allottee has/have specifically agreed and acknowledged that the building plans in respect of the Group Housing Complex have been approved by DTCP. The Company has represented and the Apartment Allottee has specifically agreed and acknowledged that the performance, by the Company, of its obligation under this Agreement is contingent upon the 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 Company and approved by the DTCP, from time to time.

(c) The Company has represented and clarified to the Apartment Allottee 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 have been complied with. However, in case the DTCP or HUDA or the State government authorities direct to make any additions or alterations, the Company shall carry out the same in accordance with law.

(d) The Company herein represents and warrants that it is competent to execute this Agreement.

10. REPRESENTATIONS AND WARRANTIES OF THE APARTMENT ALLOTTEE

The Apartment Allottee covenants, represents, agrees, declares and undertakes to the Company that:

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(a) The Apartment Allottee has read and understood the Haryana Apartment Ownership Act, 1983 (the Act) and its implications thereof in relation to the various provisions of this Agreement and further confirms that the Apartment Allottee is in full consensus with the provisions of this 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 Apartment Allottee has understood that the Company may transfer and convey its rights, title and interest in the said Apartment/Villa/Penthouse or any portion thereof and all common areas and facilities in the Group Housing Complex of any nature whatsoever, in favour of any co-operative society/association/society of Apartment Allottee/limited company/Apartment Allottee, to be formed for the common interest of all the intending purchasers of any Apartment/Villa/Penthouse, from the Company in accordance with the Act and the rules framed thereunder, as and when the same are made applicable to the Apartment/Villa/Penthouse or provision of any other law that may be applicable to the Apartment/Villa/Penthouse.

(c) The Apartment Allottee shall become a member of any association/society of Apartment Allottee as may be formed by the Company on behalf of Apartment Allottee as stipulated under law for the time being in force and shall pay any fees, membership or subscription charges and shall complete such documentation and formalities as may be deemed necessary by the Company for this purpose.

(d) The Apartment Allottee shall not sell, transfer, assign or part with his/her/their/its right, title, or interest, in the said Apartment/Villa/Penthouse or any portion thereof until all the dues or charges payable to the Company are fully paid and a deed of conveyance has been executed in his/her/their/its favour. The Apartment Allottee is/are, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Company who may at its sole discretion permit the same on such terms and conditions and charges as it may deem fit. The Apartment Allottee shall pay to the Company transfer charges as applicable from time to time in respect of such substitutions or nominations.

(e) The Apartment Allottee understands that performance by the Company of its obligations under this Agreement is subject to approval of the building Plans by the DTCP and such other related departments and/or competent authorities and any subsequent amendments thereof and any additions, alterations or modifications, subsequent amendments, etc., in the plans, as may be made by the Company, and approved by the DTCP.

(f) Apartment Allottee has full knowledge of the applicable laws, notifications, statutes, rules and regulations applicable to the Land and/ or the Group Housing Complex. He/she/they/it has/have inspected all the approvals, permissions, sanctions, licenses, tentative building plans, granted by DTCP and by such other competent authorities and/or related department in favour of the Company and ownership record in respect of the Land, and all such documents relating to the rights and title of the Company to construct the Group Housing Complex on the Land and have fully satisfied themselves about the rights, title and interest of the Company and also the Company's rights to enter into this Agreement. The Apartment Allottee further acknowledges that the Company has readily provided all information/clarification required by them in this regard. The Apartment Allottee further agrees that they shall not demand, investigate or raise any objections in this regard at any time whatsoever hereinafter. The Apartment Allottee has also perused and is fully satisfied with the maintenance services to be provided to them which are mentioned in the Tripartite Maintenance Agreement.

(g) Apartment Allottee is aware of the terms and conditions contained in this Agreement and that he/she/they/it has/have clearly read and understood his/her/their/its rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertake to abide by and adhere to the same at all times.

(h) Apartment Allottee acknowledges that the Company has readily provided all information, clarifications as required by him/her/they/it but that he/she/they/it has not relied upon and is/are 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 Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Apartment/Villa/Penthouse or the size or dimensions of the Apartment/Villa/Penthouse or the rooms therein or any other physical characteristics

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thereof, the services to be provided to the Apartment Allottee, the estimated facilities/amenities to be made available to the Apartment allottee, or any other data except as specifically represented in this Agreement.

(i) Apartment Allottee is entering into this Agreement for the allotment of the Apartment/Villa/Penthouse with the full knowledge of all applicable laws, rules, regulations and notifications to the Group Housing Complex and hereby undertake to comply with and carry out, from time to time after they have taken over for occupation and use the said Apartment/Villa/Penthouse 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 Apartment, Group Housing Complex and/or the Land on which the Group Housing Complex is situated at his/her/their/its own cost. The Apartment Allottee shall at all times indemnify and keep and hold the Company and its directors/employees/associates, etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.

(j) If the Apartment Allottee is/are non-resident Indian or a foreigner then it shall be his /her/their/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 thereunder and all other applicable laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Apartment Allottee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Apartment Allottee shall indemnify and keep and hold the Company and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc due to such failure. In the event of change of the residential status of the Apartment Allottee subsequent to the execution of this Agreement, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the applicable laws.,

(k) The Apartment Allottee agrees that the Company shall not be responsible towards any third party making payment/remittances on behalf of any of the Apartment Allottee and such third party shall not have any right in the Application/allotment of the Apartment applied for herein, in any way and the Company shall be issuing the payment receipts in favour of the Apartment Allottee only. (l) The Apartment Allottee agrees to abide by and comply with the bye-laws or house rules or such rules and notifications issued from time to time by the Company or the designated maintenance agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Group Housing Complex. Any non-compliance with such rules and notifications would be deemed to be an event of default.

11. RIGHTS AND OBLIGATIONS OF THE APARTMENT ALLOTTEE(S)

(a) Fire Safety

The Company shall provide fire safety measures in the Group Housing 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 Company to undertake additional fire safety measures, the Apartment Allottee agrees that they shall be liable to pay proportionate charges in respect thereof.

(b) Express Rights

That save and except in respect of the Apartment/Villa/Penthouse to be allotted to the Apartment Allottee(s), the Apartment Allottee shall have no claim, right, title or interest of any nature whatsoever except the right of ingress/egress over or in respect of the Group Housing Complex, open spaces and all or any of the common areas and the basement of the Group Housing Complex.

(c) Common Area Possession

The possession of the common area shall remain with the Company who shall through the designated maintenance agency appointed by it, supervise the maintenance of and upkeep of the same until the same are taken over by the

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apartment owner's association.

(d) Electricity, Water and Sewerage Charges

- (i) The electricity, water and sewerage charges shall be borne and paid by the Apartment Allottee(s);
- (ii) The Apartment Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company;
- (iii) The Apartment Allottee undertakes to pay additionally to the Company 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 same Apartment/Villa/Penthouse.
- (iv) The Apartment Allottee undertakes that it shall not apply to Haryana Vidyut Prasaran Nigam Limited or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than that being provided by the nominated maintenance agency.

(e) Entry Regulations

It is in the interest of the Apartment Allottee to help the maintenance agency in effectively keeping the Apartment /Villa/Penthouse and/or the Group Housing 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 Group Housing Complex.

(f) Permitted Use & No Nuisance and Annoyance

The Apartment Allottee shall use the Apartment/Villa/Penthouse for residential 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 Group Housing Complex or use the Apartment/Villa/Penthouse for any activity other than for residential purpose and not put to use the Apartment/Villa/penthouse for any immoral, illegal or hazardous activity which would in any manner jeopardize the Company's goodwill or reputation and indemnify and keep and hold the Company indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Apartment Allottee(s). The Apartment Allottee occupancy and use of the Apartment /Villa/Penthouse shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Group Housing Complex.

(g) Interior Maintenance & Insurance

The Apartment Allottee shall carry out all the interiors and refurbish the Apartment/Villa/Penthouse at its own cost and expense and shall also have the right to change flooring, wall finish, install partitions, air-conditioning unit or units, other electrical or electronic appliances so long as the same does not adversely effect the structure of the building in any way. The Apartment Allottee agrees and understands that the insurance and the interiors of the Apartment/Villa/Penthouse shall be his/her/their/its responsibility and the Company 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 Apartment Allottee his agents, contractor or any one claiming under him/her/them/it.

(h) Signage

The Apartment Allottee agrees and undertakes that it shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the Apartment/Villa/Penthouse, tower and/or the Group Housing Complex. The Apartment Allottee would be permitted to place its name board at the entrance to the Apartment/Villa/Penthouse only at the designated place specified by the Company in this behalf.

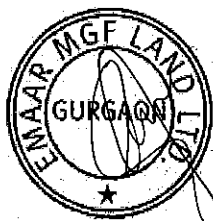
(i) Taxes and levies

- (i) The Apartment Allottee shall be responsible for payment of all taxes, levies, assessments, demands or charges including but not limited to sale tax, VAT, if applicable, levied or leviable in future on the Land, tower or Apartment/Villa/Penthouse or any part of the Group Housing Complex in proportion to his/her/their/its area of the

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Apartment/Villa/Penthouse.

(ii) Further the Apartment Allottee(s) shall be liable to pay from the date of his/ her/their/its application house-tax/property-tax, fire fighting tax or any other fee, cess or tax, as is applicable under law, as and when levied by any local body or authority and so long as the said Apartment/Villa/Penthouse of the Apartment Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Apartment Allottee in proportion to the super area of the said Apartment /Villa/Penthouse to the total super area of all the Apartments or in proportion to the super area of the Villa to the total super area of all the villas within the Group Housing Complex, as the case may be, in the said building/said Group Housing Complex. These taxes, fees, cesses etc. shall be paid by the Apartment Allottee irrespective of the fact whether the maintenance is carried out by the Company or its nominee or any other body or association of all or some of the Apartment Allottee whether levied retrospective or prospective.

(iii) The Apartment Allottee shall furnish his/her/their/its permanent account number issued by the income tax department.

(j) Alterations in the Apartment /Villa/Penthouse

(i) The Apartment Allottee shall not make any such additions or alterations in the Apartment/Villa/Penthouse so as to cause blockage or obstruction in the common areas and facilities within the Group Housing Complex and/or to cause any structural damage or encroachment to the structure of the building(s)/tower in the Group Housing Complex.

(ii) The Apartment Allottee shall not demolish any structure of the Apartment/Villa/Penthouse or any portion of the same or cause to make any new construction in the Apartment/Villa/Penthouse without the prior approval and consent of the Company or the local authority, if required. The Apartment Allottee(s) however undertakes that it shall not divide/sub-divide the Apartment/Villa/Penthouse in any manner. The Apartment Allottee shall not change the colour and structure of the external façade of the Apartment/Villa/Penthouse.

(k) Registration of Address

In case of joint allotment, all communication, demand notices etc. shall be sent by the Company to the Apartment Allottee(s), whose name appears first and at the address given by him/her/them/it, which shall for all purposes, be considered as served on all the Apartment Allottee and no separate communication shall be sent to the other named Apartment Allottee(s). Any consent and/or discharge by the first named holder shall be valid discharge/consent on behalf of all other co-holders to the Company in relation to such Apartment.

It shall be the responsibility of the Apartment Allottee to inform the Company by Registered A.D. Post about all subsequent changes in his address, if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by him/her at the time of when those should ordinarily reach such address.

(l) Bulk supply of electricity

If the permission to receive and distribute bulk supply of electricity in the Group Housing Complex is received by the Company or its nominated maintenance agency or the association, the Apartment Allottee herein undertakes to abide by all the conditions of the sanction of the bulk supply and to pay on demand proportionate share of all deposits or charges paid or payable by the maintenance agency to whom permission to receive bulk supplies and distribute the same is granted. Subject to forgoing, Apartment Allottee shall execute a power supply agreement and/or any other document as may be required for the purpose containing requisite terms and conditions.

(m) Power Backup

The Company shall install additional equipment for power backup facility common to all Apartment/Villa/Penthouse at no additional installation cost to the Apartment Allottee. It is however accepted by the Apartment Allottee that the availability of the said power back up facility agreement, duly executed by the Apartment Allottee is annexed hereto as Annexure VI. Further, the said power back facility is an additional feature

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and the Apartment Allottee herein shall not claim any loss /damage, whether direct or consequential, from the Company in the event of default on the part of the maintenance agency / association of Apartment owners/ body providing the same or continue to provide the same. In the event the Apartment Allottee requires any further power back up for its appliances/equipments, the Apartment Allottee at its own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within the Apartment/Villa/Penthouse. The said power back up facility shall be usage based and the Apartment Allottee shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the maintenance agency in providing the same. The Apartment Allottee accepts that it shall not claim any damage/loss whether direct or consequential from the Company/maintenance agency or body providing the same in the event of low voltage, low frequency, inconsistent or non availability of the same for reasons beyond the control of the Company/maintenance agency/any other body providing the same.

(n) Association of Owners

The Apartment Allottee undertakes to join the association of the owners as may be formed by the Company on behalf of the Apartment/Villa/Penthouse owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid proportion of the Sale Price payable by the Apartment Allottee herein for the said Apartment/Villa/Penthouse and execution of the sale deed /deed of apartment may be withheld by the Company till full payment thereof is received by the Company /maintenance agency. An application form, the form for formation of association, declaration and membership form duly executed by the purchaser, for the purpose of enrollment as a member of such association is attached hereto as Annexure VII.

The Apartment Allottee shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other Apartment Allottee in the Group Housing Complex.

12. TIME IS ESSENCE

(a) It is specifically and categorically understood and agreed by the Apartment Allottee that time is the essence with respect to the Apartment Allottee obligations to pay the Sale Price as provided in Annexure-II along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Apartment Allottee under this Agreement.

(b) It is also specifically and categorically understood and agreed by the Apartment Allottee that the Company shall not be obliged to send demand notices and/or reminders regarding the payments to be made by the Apartment Allottee as per the Schedule of Payments in Annexure-II or obligations to be performed by the Apartment Allottee(s).

13. DELAY IN PAYMENTS

(a) In case of delay in making payment by the Apartment Allottee to the Company as per the Schedule of Payments as stated in Annexure- II, the Company shall have the right to terminate the Agreement and forfeit the Earnest Money as detailed hereinabove. The Company shall also be entitled to charge interest @ 24% p.a. compounded at the time of every succeeding installment from the due date of installment, as per the Schedule of Payments, till the date of payment.

(b) However, the Company may in its sole discretion, waive its right to terminate this Agreement, and enforce all the payments and seek specific performance of this Agreement. In such a case, the Parties agree that the possession of the Apartment/Villa/Penthouse will be handed over to the Apartment Allottee only upon the payment of all outstanding dues, penalties etc., along with interest by the Apartment Allottee to the satisfaction of the Company.

14. POSSESSION

(a) Time of handing over the Possession

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Subject to terms of this clause and subject to the Apartment Allottee having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Company, the Company proposes to hand over the possession of the Apartment/Villa/Penthouse within 24 months from the date of execution of this Buyer's Agreement. The Apartment Allottee agrees and understands that the Company shall be entitled to a grace period of Three (3) months , for applying and obtaining the occupation certificate in respect of the Group Housing Complex.

(b) Subject to Clause 31, in the following circumstances, the date of possession shall get extended accordingly:

(i) If, the completion of the Group Housing Complex including the Apartment/Villa/Penthouse is delayed by reason of non-availability of steel and/ or cement or other building materials, or water supply or electric power or slow down, strike or, lock-out or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or due to any act, notice, order, rule or notification of the government and/or any other Public or Competent Authority or due to delay in sanction of any revised building/ zoning plans or for any other reasons beyond the control of the Company, then the Apartment Allottee agrees that the Company shall be entitled to the extension of time for handing over of the possession of the said Apartment/Villa/Penthouse .

(ii) The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Company so warrant, the Company may suspend the construction of the Group Housing Complex and this Agreement for such period as it may consider expedient. The Apartment Allottee agrees not to claim compensation of any nature whatsoever of this Agreement for the period of suspension of the construction of the Group Housing Complex and this Agreement.

(iii) If as a result of any law that may be passed by any legislature or rule, regulation or 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, the Company is not in a position to hand over the possession of the Apartment/Villa/Penthouse, then the Company 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, Order or notification by moving the appropriate courts, tribunal(s) and/or authority. In such a situation, the money (ies) paid by the Apartment Allottee in pursuance of this Agreement, shall continue to remain with the Company and the Apartment Allottee agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the court(s)/ tribunal(s)/ authority (ies). However, the Apartment Allottee may, if he/ she so desires, become a party along with the Company in such litigation to protect Apartment Allottee rights arising under this Agreement.

(iv) Further, in the event of the Company succeeds in its challenge to the impugned legislation or rule, regulation or order, as the case may be, it is hereby agreed that this Agreement shall stand revived and the Apartment Allottee and the Company shall be liable to fulfill all obligations as provided in this Agreement. Provided, in the event there is any escalation in the market price of Apartment/Villa/Penthouse then the Company shall be entitled to sell the Apartment/Villa/Penthouse at such escalated price.

(v) However, in the event the aforesaid challenge by the Company to the impugned legislation/ order/ rule/ regulation does not succeed and the said legislation/order/rule/regulation becomes final, absolute and binding, the Company will appoint a receiver who shall have all the rights and authority to sell the entire Property and disburse the sale proceeds among the Apartment holders on a proportionate basis, for the amount attributable to the said Apartment/Villa/Penthouse, 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 Apartment/Villa/Penthouse. The Receiver will disburse the payments within a reasonable time in such manner as may be decided by the Receiver and the Apartment Allottee agrees to accept the Receiver's decision in this regard to be final and binding. Save as otherwise provided herein, the Apartment Allottee shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.

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(vi) That the Apartment Allottee agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments as provided in Annexure II, the date of handing over of the possession shall be extended accordingly solely on the Company's discretion till the payment of all outstanding amounts to the satisfaction of the Company.

15. PROCEDURE FOR TAKING POSSESSION

(a) Subject to all other terms of this Agreement, and upon completion of the formalities stipulated in this Agreement, the Company shall offer in writing to the Apartment Allottee to take possession of the Apartment/Villa/Penthouse, for his/ her/their/its occupation and use.

(b) Upon receiving intimation in writing from the Company, the Apartment Allottee shall within thirty (30) days make all the payments as mentioned in the letter and thereafter within 30 days take possession of the said Apartment/Villa/Penthouse from the Company by executing necessary indemnities, undertakings, and such other documentation as the Company may prescribe. The Company shall, after satisfactory execution of such documents and payment by the Apartment Allottee of all the dues under this Agreement including the payment towards stamp duty and registration charges, permit the Apartment Allottee to occupy the Apartment/Villa/Penthouse, on the terms and conditions contained in this Agreement. If the Apartment Allottee fails to take possession of the Apartment/Villa/Penthouse as aforesaid within the time limit prescribed by the Company in its notice, then the said Apartment/Villa/Penthouse shall lie at the risk, responsibility and cost of the Apartment Allottee in relation to all the outgoing cess, taxes, levies etc and the Company shall have no liability or concern thereof and further that the Company shall also be entitled to holding charges as provided under clause 17.

(c) Subject to the Apartment Allottee making all payments under this Agreement, the Company shall prepare and execute along with the Apartment Allottee a conveyance deed to convey the title of the said Apartment in favour of Apartment Allottee 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 Agreement or as demanded by the Company from time to time prior to the execution of the Conveyance Deed. The Parties agree that after the Apartment Allottee has provided all the details, documents as provided in the written notice as stated in this clause and/ or other documents required for the purpose of registration of the conveyance deed, the Company shall make all reasonable efforts to get the conveyance deed registered within a reasonable time. The Apartment Allottee agrees and undertakes to make himself/ herself available for the purpose of registration on the date(s) as informed by the Company.

(d) The Apartment Allottee agrees that if the Apartment Allottee is in default of any of the payments as aforesaid, then the Company shall have the right to withhold registration of the conveyance deed in his/ her favour till full and final settlement of all dues to the Company is made by the Apartment Allottee(s). The Apartment Allottee undertakes to execute conveyance deed within the time stipulated by the Company in its written notice, failing which the Apartment Allottee authorises the Company to cancel the allotment and terminate this Agreement in terms of Clause 20 of this Agreement and to forfeit out of the amounts paid by him/her the Earnest Money, 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 Apartment Allottee without any interest in the manner prescribed in Clause 20 herein below.

(e) The Apartment Allottee 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 thereof) including any actions taken or penalties imposed by the Competent Authority(ies). The Apartment Allottee further undertakes to indemnify and keep and hold the Company 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 Company, for non-compliance with any provisions of Law in respect of the Apartment/Villa/Penthouse.

16. COMPENSATION

(a) In case within a period of 3 months, which may be extended by a period of 3 months from obtaining the occupation certificate or is as extended under the circumstances mentioned in clause 20.2, the Company is not able to hand over the possession to the Apartment Allottee(s), the Apartment Allottee shall be entitled to payment of

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compensation for delay at the rate of Rs. 5/- (Rupees five only) per sq. ft. per month of the super area till the date of notice of possession under the provision of clause 15(a) provided the Apartment Allottee has complied with all the terms and conditions of this Agreement. The Apartment Allottee shall have no other claim against the Company in respect of the said Apartment/Villa/Penthouse and Parking Space under this Agreement during the said period of twelve (12) months.

(b) The Apartment Allottee agrees that the compensation as payable under Clause 16(a) hereinabove shall be payable only at the time of payment of last installment after Apartment Allottee(s) fulfills all the condition as stated in clause 15(b).

(c) The Apartment Allottee agrees and understands that the compensation as mentioned hereinabove, that may become payable to the Apartment Allottee, will be paid only if the Apartment Allottee has not defaulted and/or breached the terms of the Apartment Buyer's Agreement or defaulted in payments as per the payment plan annexed hereto this Agreement or in other words has complied with all the terms and conditions of the Agreement.

(d) Notwithstanding anything contained hereinabove or elsewhere in this Agreement, in the event if there is delay in handing over possession 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 compensation or any other compensation shall be payable to the Apartment Allottee.

17. FAILURE TO TAKE POSSESSION

17.1 It is agreed by the Apartment Allottee that in the event of the failure of the Apartment Allottee to take the possession after making all the payments for the said Apartment/Villa/Penthouse in the manner as aforesaid in Clause 15 & 16, then the Company shall have the option to cancel this Agreement and avail of the remedies as stipulated in Clause 20 of this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Apartment Allottee in taking over the said Apartment/Villa/Penthouse in the manner as stated in this clause on the condition that the Apartment Allottee shall pay to the Company the following amount :

(a) Charges @ Rs. 5/-per sq. ft. of the super area of the said Apartment/Villa/Penthouse per month for the entire period of such delay.

(b) Interest @ 24% per annum compounded quarterly on the amount due as mentioned in the notice for possession from the due date till date of the payment.

(c) Maintenance charges from the deemed date of possession as per notice of possession.

Further, the Company also has the right to withhold conveyance or handing over for occupation and use of the said Apartment/Villa/Penthouse till the charges with applicable overdue interest as prescribed in this Agreement, if any, are fully paid.

17.2. It is made clear and the Apartment Allottee agrees that the charges as stipulated in clause 17.1(a) shall be a distinct charge and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be payable at the risk, responsibility and cost of the Apartment Allottee(s). Further, the Apartment Allottee agrees that in the event of his/her failure to take possession of the said Apartment/Villa/Penthouse within the time stipulated by the Company in its notice, the Apartment Allottee shall have no right or any claim in respect of any item of work in the said Apartment/Villa/Penthouse which the Apartment Allottee 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 Apartment Allottee shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Apartment/ said tower/villas/ Group Housing Complex.

18. PERMITTED USE

(a) The Apartment Allottee hereby agrees/ indemnifies the Company against any penal action, damages or loss due to misuse of the said Apartment/Villa/Penthouse for which the Apartment Allottee shall be solely responsible. If the

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Apartment Allottee uses or permits the use of the said Apartment/Villa/Penthouse for any purpose other than as provided for in this Agreement, then the Company may send a notice to the Apartment Allottee to use the Apartment/Villa/Penthouse as stated in this Agreement and rectify/ cure the defect within a period of 30 days. In case the Apartment Allottee(s) does not cure/rectify the defect, the Apartment Allottee shall be required to pay penalty/ damages @. Rs. 100/- per square ft., per day to the Company till the default is not cured/ rectified. The Company will also be entitled to disconnect the water and electricity connection of the defaulting Apartment Allottee in case the default is not cured by the Apartment Allottee within 30 days.

19. MAINTENANCE AFTER POSSESSION

(a) The Apartment Allottee shall, after taking the possession of the Apartment/Villa/Penthouse, be solely responsible to maintain the said Apartment/Villa/Penthouse at his/ her own cost, in a good repair and condition and shall not do or cause to be done anything in or to the said Group Housing Complex or the said Apartment/Villa/Penthouse, or the staircases, lifts, common passages corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/Villa/Penthouse and keep the said Apartment/Villa/Penthouse, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the tower or pertaining to the said Group Housing Complex in which the said Apartment/Villa/Penthouse is located is not in any way damaged or jeopardized.

(b) It is further agreed by the Apartment Allottee that air conditioners/ coolers etc. shall be installed by the Apartment Allottee at places earmarked or approved by the Company and nowhere else. The Apartment Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The non-observance of the provisions of this clause shall entitle the Company or the maintenance agency, to enter the Apartment/Villa/Penthouse, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Apartment Allottee(s). The Apartment Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(c) That the Apartment Allottee recognises that the Apartments/Villa/Penthouse are being serviced by the maintenance agency and that any external agency would be detrimental to the interests of the Apartment's/Villa's/Penthouse maintenance and upkeep.

20. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(a) Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure II, accepted by the Apartment Allottee and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to non-interest bearing maintenance security as demanded by the Company, any other charges, taxes etc. as may be notified by the Company to the Apartment Allottee under the terms of this Agreement, default in the payment of installments under the Schedule of Payments as given in Annexure-II, interest on installments by whatever name called and all other defaults of similar nature.

(b) Failure to perform and observe any or all of the Apartment Allottee(s) obligations as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related Agreement.

(c) Failure to take over the Apartment/Villa/Penthouse for occupation and use within the time stipulated by the Company or failure to pay the charges as stated herein.

(d) Failure to execute the conveyance deed within the time stipulated by the Company or the relevant authorities.

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(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 Company and/ or its nominee and/ or other body or association of Apartment Allottee from time to time.

(f) Failure, pursuant to a request by the Company, to become a member of the association of Apartment Allottee or to pay subscription charges etc. as may be required by the Company or Association of Apartment Allottee(s), as the case may be.

(g) Assignment of this Agreement or any interest of the Apartment Allottee in this Agreement without prior written consent of the Company or without payment of transfer charges or not executing documents as asked by the Company for transfer, as may be fixed by the Company from time to time.

(h) Dishonour/ stoppage of payment of any cheque(s) including post dated cheques given by Apartment Allottee for any reason whatsoever.

(i) Sale/transfer/disposal of/dealing with, in any manner, the reserved parking space independent of the Apartment/Villa/Penthouse or selling of the additional allotted parking space to any third party other than occupant of the Group Housing Complex.

(j) Any other acts, deeds or things which the Apartment Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, deed etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Apartment Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Apartment Allottee(s).

(k) Any breach of any of the Apartment Allottee obligations and duties under the maintenance agreement and any house rules as may be prescribed by the association/the Company/ maintenance agency in respect of the use and occupation of the Apartment/Villa/Penthouse.

20.2 Upon the occurrence of any of event(s) of default in respect of covenants and obligations under this Agreement or maintenance agreement, or any violation of bye-laws/house rules as may be prescribed the Company may:

(a) In case the possession has not been handed over to the Apartment Allottee(s) due to the default envisaged under this clause: the Company may give notice to the Apartment Allottee for rectifying the default within 30 days from the receipt of notice, failing which the Company shall have the right to, at its sole discretion, cancel and/or terminate the Agreement. If the Company elects to cancel this Agreement, the Apartment Allottee shall have 10 days from the date of issue of notice of cancellation by the Company to cure/rectify the default as specified in that notice. Unless and until the Apartment Allottee rectifies the event of default, the Company shall not be obliged to enter into Sale deed and that the Apartment Allottee shall be liable to pay charges as provided herein. The Apartment Allottee agrees that if the default is not cured/rectified within such 10 days, this Agreement shall be automatically cancelled without any further notice and the Company shall have the right to retain the entire Earnest Money as specified in this Agreement along with the processing fee, interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature.

(a) The Apartment Allottee agrees that upon cancellation of this Agreement, the Company will be released and discharged of all liabilities and obligations under this Agreement and the Company shall have the right to resell the Apartment/Villa/Penthouse and the car parking space to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Apartment Allottee for any of the proceeds of such sale. In the event of the Company electing to cancel this Agreement, the Company will refund the amount received from the Apartment Allottee after deducting the Earnest Money, but only after realising such refundable amount on further sale/ resale to any other party. It is clarified here that after refund of the amount, the Apartment Allottee shall be left with no right, title, interest or lien over the said Apartment/Villa/Penthouse and the parking space in any manner whatsoever.

(b) In case the possession has been handed over to the Apartment Allottee(s): the Company may send a notice to the Apartment Allottee to cure/rectify the default as specified in that notice within a period of 30 days. In case the

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default as stated in the notice is not cured/ rectified by the Apartment Allottee(s), within 10 days, the Apartment Allottee shall be required to pay penalty @ Rs. 100/- per square ft. per day to the Company till the default is not cured/ rectified. The Company will also be entitled to disconnect the electricity/water connection, as also other amenities, of the defaulting Apartment Allottee in case the default is not cured by the Apartment Allottee within 10 days. The Company also agrees and understands that the Company shall have first charge/ lien on the said Apartment/Villa/Penthouse in respect of any such non-payment of penalty/ damages as stated above.

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

- (i) The Apartment Allottee agrees that the Company shall have the right to make additions to or put up additional structures in/ upon the said tower/building or anywhere in the said Property as may be permitted by the competent authorities and such additional structures shall be the sole property of the Company which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Apartment Allottee.
- (ii) The Apartment Allottee agrees that the Company, at its 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 on the additional structures. The Apartment Allottee further agrees and undertakes that he/ she/they/it shall after taking possession of the said Apartment/Villa/Penthouse or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/ blocks inside and/ or outside/ adjacent to the said Property or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Company on the ground that the infrastructure required for the said Group Housing Complex is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

21. MAINTENANCE

- (a) The Apartment Allottee hereby agrees and undertakes that he/she/they/it shall enter into a separate tripartite maintenance agreement in the draft provided at Annexure VIII with the maintenance agency as may be appointed or nominated by the Company for the maintenance of the Group Housing Complex and the common areas therein.
- (b) The Apartment Allottee agrees and undertakes to execute a separate tripartite maintenance agreement with the designated maintenance agency identified, nominated, and/or appointed by the Company. The Apartment Allottee further agrees and undertakes to pay the indicative and approximate maintenance charges as may be levied by the maintenance agency for the upkeep and maintenance of the Group Housing Complex, its common areas, utilities, equipment installed in the Group Housing Complex and such other facilities forming part of the Property. Such charges payable by the Apartment Allottee will be subject to escalation of such costs and expenses as may be levied by the maintenance agency. The Company reserves the right to change, modify, amend, and impose additional conditions in the tripartite maintenance agreement at the time of its final execution.
- (c) In addition to the payment of the maintenance charges to be paid by the Apartment Allottee(s), the Apartment Allottee agrees and undertakes to pay interest bearing maintenance advance @ 100 per sq. ft.
- (d) The Apartment Allottee further undertakes to abide by the terms and conditions of the maintenance agreement and to pay promptly all such demands, bills, and charges as may be raised by the maintenance agency from time to time. The Company reserves the right to change, modify, amend, add, delete and/or impose such additional conditions in the maintenance agreement at its sole discretion from time to time.
- (e) The Apartment Allottee 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 Agreement. The Apartment Allottee hereby conveys his/ her/their/its no objection in respect of the said maintenance agency (ies) nominated by the Company for performing such services.
- (f) The Apartment Allottee agrees that the Company or its nominated maintenance agency shall carry out the maintenance of common services and facilities pertaining to the said Group Housing Complex from the date of issue of final notice of possession to the Apartment Allottee(s). The Apartment Allottee agrees to permit the Company or

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its nominated maintenance agency to enter into the Apartment/Villa/Penthouse or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to carry out the maintenance of common services and facilities and to set right any defect in the Apartment/Villa/Penthouse or any defects in the Apartment/Villa/Penthouse above or below the Apartment/Villa/Penthouse. Any refusal of the Apartment Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Company shall be entitled to take such actions as it may deem fit. The Apartment Allottee shall pay necessary charges for maintenance of common services and facilities as determined from time to time. The Apartment Allottee also agrees to sign and execute a separate maintenance agreement with the Company or its nominated maintenance agency, at the time of taking possession of the said Apartment/Villa/Penthouse. It is clarified that the scope of maintenance and upkeep of various common services within the building/ Group Housing Complex and outside has been described in detail in the maintenance agreement. It is understood by the Apartment Allottee that the maintenance and insurance of individual Apartment/Villa/Penthouse shall always remain the responsibility of the Apartment Allottee(s).

(g) The Apartment Allottee undertakes to pay the maintenance bills as raised by the Company or its nominated agency from the date of notice for possession on pro-rata basis irrespective of whether the Apartment Allottee is/are in actual possession of the Apartment or not. In order to secure due performance by the Apartment Allottee in payment of the maintenance bills and other charges raised by the maintenance agency, the Apartment Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Company a maintenance Security @ Rs. 100/- per sq. ft. of the super area of the Apartment/Villa/Penthouse. In event the Apartment Allottee fails and or neglects to pay the maintenance bill, other charges on or before the due date, the Apartment Allottee(s), then in such an event the Apartment Allottee shall not be entitled to receive the services being rendered by the maintenance agency and in addition thereto the Company shall also have the right to adjust unpaid amount against maintenance bills out of the Security Deposit. The Company shall handover the corpus so collected, after settlement of accounts/ adjustment of outstanding amounts, if any, to the society as and when the same is formed.

(h) The actual maintenance charges shall be informed at the time of giving possession of the Apartment/Villa/Penthouse when the maintenance agreement would compulsorily be executed by and between the Apartment Allottee and the maintenance agency in the standard agreement format as provided by the Company and/or maintenance agency. It is further agreed and acknowledged by the Apartment Allottee that the maintenance charges to be paid by him in respect of the maintenance services shall be independent of the amount of interest which is accruing on deposit or more specifically maintenance charges shall be payable as per the bills of the maintenance agency without considering the interest element as stated hereinabove.

(i) The scope of maintenance and general upkeep of various common services within the building/tower, Group Housing Complex shall broadly include but not be limited to operation and maintenance of lifts, generators including diesel, fire fighting system, garbage disposal and upkeep of common areas, water supply, sewerage system, common area lighting. The service outside the Apartment/Villa/Penthouse but within the Group Housing Complex shall include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, general watch, security and such other services within the Group Housing Complex.

(j) In order to secure due performance of the payment of the maintenance bills and other charges, against the bills raised by the maintenance agency, the Apartment Allottee agrees to deposit, as per the schedule of payment given in Annexure II and to always keep deposited with the Company an interest bearing maintenance security calculated at the rate of Rs. 100/- per sq. ft. of the super area of the said Apartment/Villa/Penthouse carrying a simple interest as per the nationalised bank's rate of interest prevailing at such relevant time calculated from the date of realization of the amount by the Company. In case of the failure of the Apartment Allottee to pay the maintenance bills, other charges on or before the due date, the Apartment Allottee in addition to permitting the Company to deny him/her the right to avail the maintenance services also authorizes the Company to adjust in the first instance, the interest accrued on the interest bearing maintenance security against such defaults in the payments of the maintenance bills and in case of such accrued interest falls short of the amount of default, the Apartment Allottee further authorizes the Company to adjust the principal amount of the interest bearing maintenance security against such defaults. If due to such adjustments in the principal amount, the interest bearing maintenance security falls below the agreed

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sum of Rs. 100/- per sq. ft. of the super area of the said Apartment/Villa/Penthouse, then the Apartment Allottee further undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company. The Company reserves the right to increase the interest bearing maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Apartment Allottee agrees to pay such increases within fifteen (15) days of the demand by the Company. If the Apartment Allottee fails to pay such increase in the interest bearing maintenance security or to make good the shortfall as aforesaid on or before its due date, then the Apartment Allottee authorizes the Company to treat this Agreement as cancelled without any notice to the Apartment Allottee and to recover the shortfall from the Apartment Allottee. It is further clarified and agreed and acknowledged by the Apartment Allottee that the Company shall always have the right to set off any payment or dues, due and payable by the Company to the Apartment Allottee from the interest bearing maintenance security. It is made specifically clear and it is so agreed by and between the Parties hereto that this part of the Agreement relating to the interest bearing maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Apartment Allottee and the Company shall have the first charge/lien on the said Apartment/Villa/Penthouse in respect of such non-payment of shortfall/increases as the case may be.

22. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Apartment Allottee may obtain finance from any financial institution/bank or any other source but the Apartment Allottee(s) obligation to purchase the said Apartment/Villa/Penthouse and making of all payments pursuant to this Agreement shall not be contingent on his/ her/their/its ability or competency to obtain such financing, and the Apartment Allottee will remain bound under this Agreement whether or not the Apartment Allottee has(ve) been able to obtain financing for the purchase of the said Apartment/Villa/Penthouse.

23. INSURANCE

The structure of the said building may be got insured against fire, earthquake, riots and civil commotion, militant action etc., by the Company or the maintenance agency, on behalf of the Apartment Allottees and the cost thereof shall be payable by Apartment Allottee as the part of the maintenance bill raised by the maintenance agency but the contents inside each Apartment shall be insured by the Apartment Allottee at his/her own cost. The cost of insuring the building structure shall be recovered from the Apartment Allottee as a part of the total maintenance charges and the Apartment Allottee shall not do or permit to be done any act or thing which may render or void or voidable any insurance of any Apartment or any part of the said building or cause increased premium to be payable in respect thereof for which the Apartment Allottee shall be solely responsible and liable.

24. HARYANA APARTMENT OWNERSHIP ACT, 1983

(a) The Apartment Allottee has confirmed and assured the Company prior to entering this Agreement that he/she has read and understood the Act and its implications thereof in relation to the various provisions of this Agreement and the Apartment Allottee has further confirmed that he/she/they/it is in full agreement with the provisions of this 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 any other laws dealing with the matter.

(b) If the said Apartment and the building in which it is located is subject to the Act or any statutory enactments or modifications thereof, the common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance with the Act, shall be conclusive and binding upon the Apartment Allottee and the Apartment Allottee agrees and confirms that his/her/their/its right, title and interest in the said Apartment/Villa/Penthouse, building, Group Housing Complex shall be limited to and governed by what is specified by the Company in the declaration, which shall be in strict consonance with this Agreement.

25. BINDING EFFECT

(a) Forwarding this Agreement to the Apartment Allottee by the Company does not create a binding obligation on the part of the Company or the Apartment Allottee until firstly, the Apartment Allottee signs and delivers this Agreement with all the Annexures and Schedules along with the payment(s) due as stipulated in the Schedule of

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Payments in Annexure-II at the address of the Company within 30 days from the date of dispatch by the Company of this Agreement and the copy of this Agreement duly executed by the Company being delivered to the Apartment Allottee..

(b) If the Apartment Allottee fails to execute and deliver to the Company this Agreement within 30 days from the date of its dispatch by the Company, then the application of the Apartment Allottee shall be treated as cancelled and the Earnest Money paid by the Apartment Allottee shall stand forfeited.

26. ASSIGNMENT

This Agreement or any interest of Apartment Allottee in this Agreement shall not be assigned by the Apartment Allottee without prior written consent of the Company which consent may be given or denied by the Company 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 Agreement and the terms, conditions and charges as the Company may impose. The Allottee(s) understands and agrees that upon the Company consenting to such assignment, the Assignee shall not be entitled to any compensation in terms of clause 16 herein above. The Apartment Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Apartment Allottee in violation of this Agreement shall be a default on the part of Apartment Allottee entitling the Company to cancel this Agreement and to avail of remedies as set forth in clause 20 of this Agreement.

27. ENTIRE AGREEMENT

This Agreement along with the preamble, recitals and all its Annexures and Schedules is the only Agreement touching upon the purchase of the said Apartment/Villa/Penthouse by the Apartment Allottee and this Agreement along with its annexes supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the Parties. This Agreement along with its preamble, recital, annexes and the terms and conditions contained in the agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This 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.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS/SUBSEQUENT APARTMENT 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 said Apartment / tower/villas/ Group Housing Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licences and/or subsequent Apartment Allottee(s)/ assignees of the said Apartment/Villa/Penthouse, as the said obligations go along with the said Apartment/Villa/Penthouse for all intents and purposes.

29. WAIVER NOT A LIMITATION TO ENFORCE

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

30. SEVERABILITY

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

31. FORCE MAJEURE

The Company shall not be held responsible or liable for not performing any obligation or undertaking provided for

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in this 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 other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company.

32. INDEMNIFICATION

(a) Apartment Allottee(s) hereby undertakes to keep and hold the Company indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Company or made or taken against the Company, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Apartment Allottee or by any act or omission, negligence or fault of the Apartment Allottee(s), misrepresentations or wilful misconduct, or due to non-compliance violations or non-compliance of any applicable laws, rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and the like in respect of compliance of the terms of this Agreement or otherwise.

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

33. COPIES OF THE AGREEMENT

Two copies of this Agreement shall be executed in two originals and the Company shall retain the first and send the second executed copy to the Apartment Allottee for his/ her reference and record.

34. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Company through its Authorised Signatory at the Company's office at New Delhi after the copies duly executed by the Apartment Allottee(s) are received by the Company. Hence this Agreement shall be deemed to have been executed at New Delhi even if the Apartment Allottee(s) may have executed this Agreement at any place(s) other than New Delhi.

35. NOTICES

All notices referred to in this 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 A.D. Post or Speed A.D. Post to the Party at their respective addresses specified below:

Emaar MGF Land Limited:

ECE House, 1st Floor
28, Kasturba Gandhi Marg,
New Delhi-110 001, India.

Allottee(s)

(i) Mr. Gaurav Dutt, S/O Devinder
Chander Mehta resident of 216-P,
Sector-31, Huda, Gurgaon, Gurgaon,
122002, Haryana, India

(ii) Mrs. Mamta Dutt, W/O Gaurav
Dutt, 216-P, Sector-31 Huda, Gurgaon
122002 Haryana, India

It shall be the duty of the Apartment Allottee to inform the Company of any change subsequent to the execution of this Agreement in the above address by Registered/ Speed Post A.D. failing which all communications and letters

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[Signature]

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posted at the above address shall be deemed to have been received by the Apartment Allottee(s).

36. JOINT APARTMENT ALLOTTEE(S)

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

37. LAWS OF INDIA

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

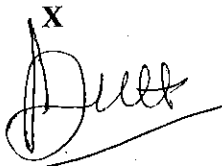
38. JURISDICTION

The courts at Delhi shall alone have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement.

39. INTERPRETATION

Unless the context otherwise indicates:

- (a) A reference to this Agreement or another document includes any variation or replacement of either of them. (b) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (c) If a provision of this Agreement is inconsistent with the provision of another Agreement between the parties made before the date of this Agreement, the provision of this Agreement prevails.
- (d) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- (e) A reference to this Agreement incorporates a reference to the Annexures and Schedules to this Agreement.
- (f) References (including defined terms) to the singular include the plural and vice versa and to a person

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

Signed and Delivered by the within named **APARTMENT ALLOTTEE(S)** in the presence of witness, at _____ on _____:



[Signature]



[Signature]

Passport Size
Photograph
(Third- Allottee)

Signature (of the first /Sole Allottee) Signature (of the Second Allottee) Signature (of the Third Allottee)

Witness-1:

Signature: _____

Name: _____

Address: _____

Witness-2:

Signature: _____

Name: _____

Address: _____

Signed and Delivered by the within named Company in the presence of witness at New Delhi on _____

For and on behalf of Emaar MGF LAND Limited

Signature : _____ For EMAAR MGF LAND LTD.

Name : _____

Designation : _____

Witness

[Signature]
Authorised Signatory

Signature : _____

Name : _____

Address : _____

EMAAR MGF LAND LTD.

ECE HOUSE

1st Floor, 28, Kasturba Gandhi Marg,
New Delhi - 110 001

X. *[Signature]*

[Signature]



ANNEXURE I

To be read with Licence No. DS-2007/24799 dt. 27.09.2007

Schedule 1

Detail of land owned by M/s Conscient Infrastructure Pvt. Ltd. "in village Badshahpur, Tehsil & District Gurgaon."

Village	Rectangle No.	Killa No.	Area
		Kanal-Marla	
	Badshahpur	24	21 min 6--3
	36	1	8--0
		2/1	5--8
8	4--12		
9	8--0		
10	8--0		
12	8--0		
13	7--0		
		14/1	0--17
		16/2	2--15
		17/1	2--4
		17/2	3--12
		18	8--0
		23	8--0
		24/1	3--14
		24/2	2--4
25	7--16		
26	1--5		
	39	4/1	3--12
		4/2	2--8
		5/1	2--12
		5/2	3--16
		6/2	3--4
		7/1	2--12
		7/2	3--8
	Total	117--2	or 14.637 Acre

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Schedule 2

Detail of land owned by M/s Active Promoters Pvt. Ltd. "in village Badshahpur, Tehsil & District Gurgaon."

Village	Rectangle No.	Killa No.	Area
Kanal-Marla			
Badshahpur	25	24/2/2	0--16
	25/2	4--13	
35	3/2 min	1--13	
	4 min	2--0	
	5	8--0	
	6/1	5--11	
	6/2	2--9	
	13	8--0	
14	8--0		
15	8--0		
16	8--0		
	25	8--0	
36	11	8--0	
	19	6--15	
	20/1	4--0	
	20/2	4--0	
	21	8--0	
	22/1	3--11	
	22/2	4--9	
39	1/1	4--0	
	½	4--0	
2	8--0		
	9	8--0	
	10/1	4--10	
	10/2	3--10	
Total		135--17 or	16.981 Acre
Grand Total Sr. No. 1-2 = 252-19		or	31.618 Acres

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ANNEXURE II

SCHEDULE OF PAYMENTS - CUSTOMIZED PAYMENT PLAN-TPD- J- PH-04

Ref No	20170320121519049
Booking Date	16-MAR-17
Customer Number	155746
Customer Name	Mr. Gaurav Dutt
Project	Premier Terraces at Palm Drive
Unit No	TPD J-PH-PH-04
Unit Area*	4187.03 Square Feet

COST OF THE PROPERTY

Charge Type	Rate (SFT)	Value	Discount	Total	Service Tax	Total Amount
Basic - Basic Area Price	6,642	27,810,253	0	27,810,253	0	27,810,253
PLC - Penthouse/Top Floor		4,171,538	4171538	0	0	0
Car Parking - CAR PARK		600,000	0	600,000	0	600,000
Govt.Charges - EDC@210.08	210	879,611	0	879,611	0	879,611
Govt.Charges - IDC@28.64	29	119,917	0	119,917	0	119,917
Club Membership - Club Membership		175,000	0	175,000	26,250	201,250
Others - IBMS	100	418,703	0	418,703	0	418,703
Total (Rs.)		34,175,022	4,171,538	30,003,484	26,250	30,029,734

SCHEDULE OF PAYMENTS

SL #	Linked Stages	Description	Due Date	Total	Service Tax	Total Amount
1	On Booking and within 30 days of Booking	14.38% of BASIC	15-APR-17	3999114	0	3999114
2	Within 60 days of Booking	100% of IBMS, 100% of Club Membership Charges, 100% of EDC, 85.61% of BASIC, 100% of IDC, 100% of CAR PARK, 100% of PLC	15-MAY-17	26001589	26250	26027839
3	On Offer of Possession	.01% of BASIC		2781	0	2781
Total (Rs.)				30,003,484	26250	30029734

Note: The CIN of EMAAR MGF Land Limited is: - U45201DL2005PLC133161

IFSD/IFMS, Stamp Duty & Registration Charges shall be payable along with the last installment.

*Conditions Apply

For Emaar MGF eServices log on to your portal at <https://eservice.emaarmgf.com> and check your account online at your convenience.

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[Signature]

Maula Dutt



For EMAAR MGF LAND LTD.

[Signature]
Authorised Signatory

ANNEXURE III

LIST OF COMMON AREAS

PART-A

Common area shall mean all such parts/areas in the entire building which the Allottees shall use by sharing with other occupants of the building that include entrance lobby, driver's /common toilet, lift shafts, electrical shafts, fire shafts, plumbing shafts, common corridors and passages, staircase, munties, service areas not limited to lift machine room, maintenance office, pump room, fire room, ESS, transformer, AHU's, guard room, club/community center etc.

PART-B

List of general commonly used areas and facilities within the Palm Drive for use of all Apartment Allottees in the Palm Drive excluded from computation of super area of the said apartment, (plan attached to this annexure):

1. D.G. Room /D.G. Sets
2. Underground Domestic & Fire Water tanks and pump room
3. Electric Sub-station /transformers/Electrical Panels
4. Maintenance/Services rooms/Offices
5. Lawns & Play areas, including lighting & services etc.
6. Roads & Driveways, including lighting and services etc.
7. Guard Posts
8. Fire Hydrants and fire brigade inlet etc.

That save and except the common areas and facilities described in Part A, Part B as above, exclusive use covered / open car parking space as described in Part C of this annexure and the undivided pro-rata share in the land underneath the said building, it is specifically made clear by the Company and agreed by the Apartment Allottee that he/she shall have no right, no title, no interest in any other land(s), facilities and amenities within The palm drive (the said complex) as these are specifically made clear by the Company and agreed by the Apartment Allottee has not paid any money in respect of such land, areas, facilities and amenities and the Apartment Allottee agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its Associates, its subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

PART-C

1. Covered car parking spaces on stilt floor level of building(s).
2. Open car parking spaces around building(s)

PART D:

It is specifically made clear by the Company and agreed by the Apartment Allottee that this Agreement is limited and confined in its scope only to the said apartment, areas, amenities and facilities as described in Part A, Part b and Part C of this annexure, the land underneath the said building. It is understood and confirmed by the apartment Allottee that all other land(s), areas, facilities and amenities outside the periphery/boundary of the palm drive (the said Complex) Sec-66 GGN, or any where in DLF City are specifically excluded from the scope of this agreement and the Apartment Allottee agrees that he/she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been

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excluded from the scope of this agreement and have not been taken in the computation of super area for calculating the sale price and therefore, the Apartment Allottee has not paid any money in respect of such other lands, areas, facilities and amenities. The Apartment Allottee agrees and confirms that the owner of such other lands, areas, facilities and amenities shall vest solely with the Company, its Associate companies, its subsidiary companies and the company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. a tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

1. Shops within the said building, if any, and/or within the said portion of Land/Zone-7
2. Dwelling Units for Economically Weaker Sections and Service Personnel's units in buildings other than apartment building.
3. Areas for all kinds of schools and school buildings (including but not limited to nursery, primary & higher secondary schools)
4. Areas for club/community centre and club / community building(s)
5. Area for Dispensary and Dispensary building(s)
6. Areas for Crèches and Crèche building(s)
7. Areas for Religious building and Religious building(s)
8. Areas for Health Centers and Health Centre building(s)
9. Areas for Police Posts and Police Post building(s)
10. Areas for Electric Sub-stations(ESS) and ESS building(s)
11. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc. and building(s) thereof.
12. Areas for all commercial buildings and commercial buildings/premises
13. Areas for sports, recreational facilities etc.
14. Roads, parks for use of general public
15. All areas, buildings, premises, structures falling outside the periphery/boundary of the said portion of land.

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ANNEXURE IV

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the sale price in respect of the flat shall be the sum of flat area of the flat and its pro-rata share of the common areas in the entire building. Super area of the flat provided with exclusive open terraces shall also include 50% area of such terrace. The flat allottees shall however not be permitted to cover such terraces.

The super area computation shall not include the following:

1. Sites/areas/building of community facilities amenities like Nursery/Primary dwelling units for EWS sections.
2. Roof/ top terrace above flats, overhead tanks/underground tanks, pump rooms, boundary wall and garbage dumps.
3. Car parking area: covered parking area allotted to flat allottees for exclusive use, at basement level except in categories where 50% of such area is taken for super area calculation.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing sale price in respect of said Apartment only and the inclusion of common area within the said 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 building.

Tentative percentage of Apartment area to super area of apartment is 84% approximately presently. Super area and the percentage of Apartment Area to Super area may undergo changes till the completion of the building/Group Housing Complex and final super area shall be intimated upon completion of construction of the said building(s).

x *A. Dutt*

Manda Dutt



LAYOUT PLAN



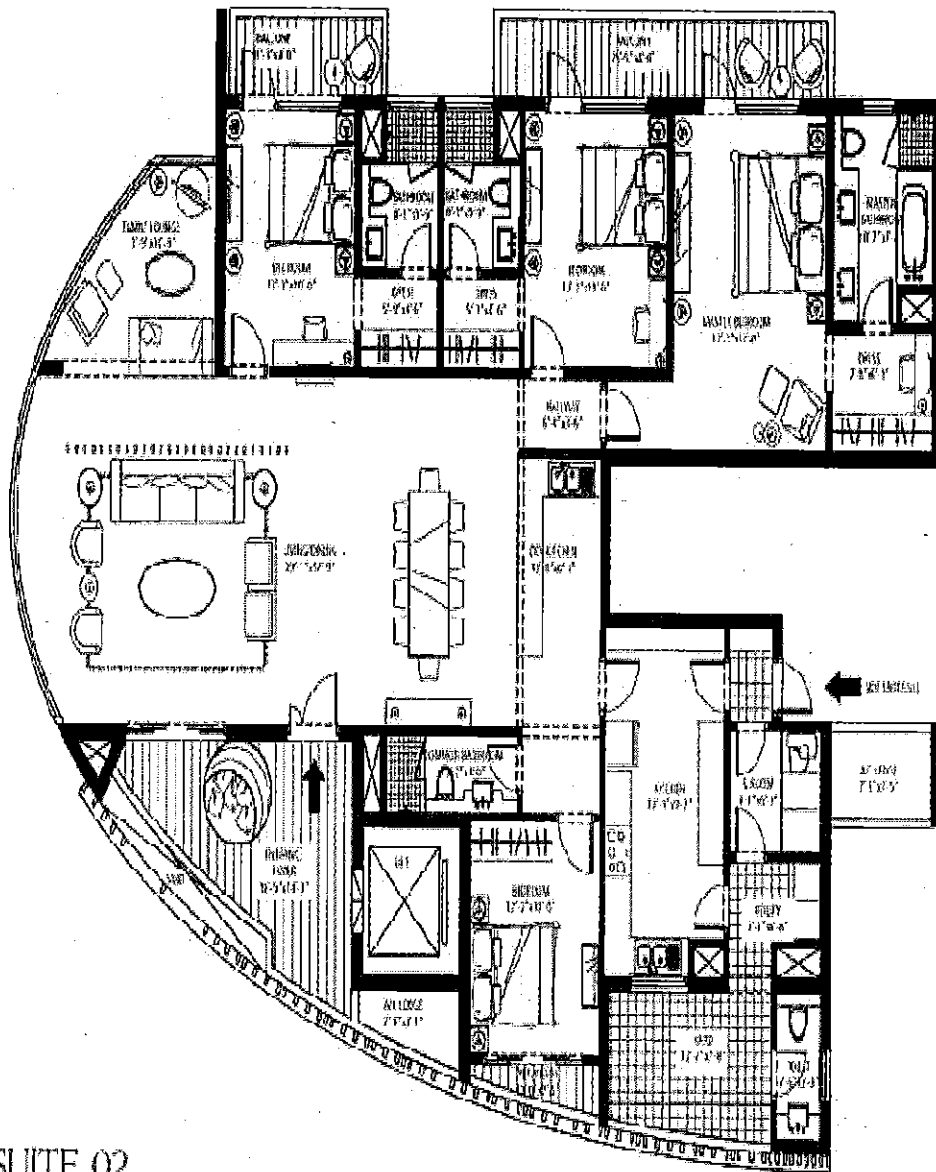
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For EMAAR MGF LAND LTD.

Authorised Signatory

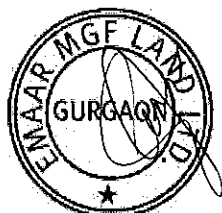


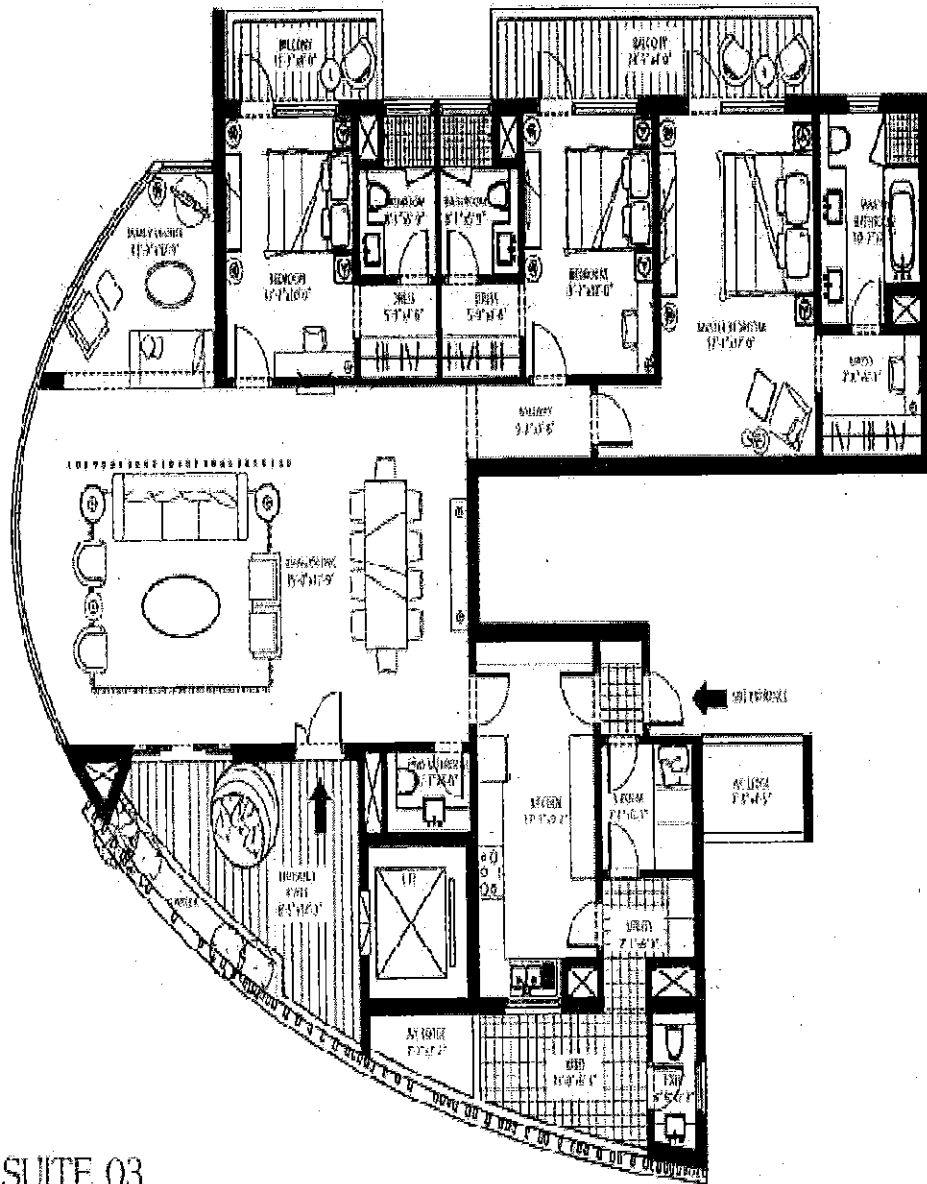
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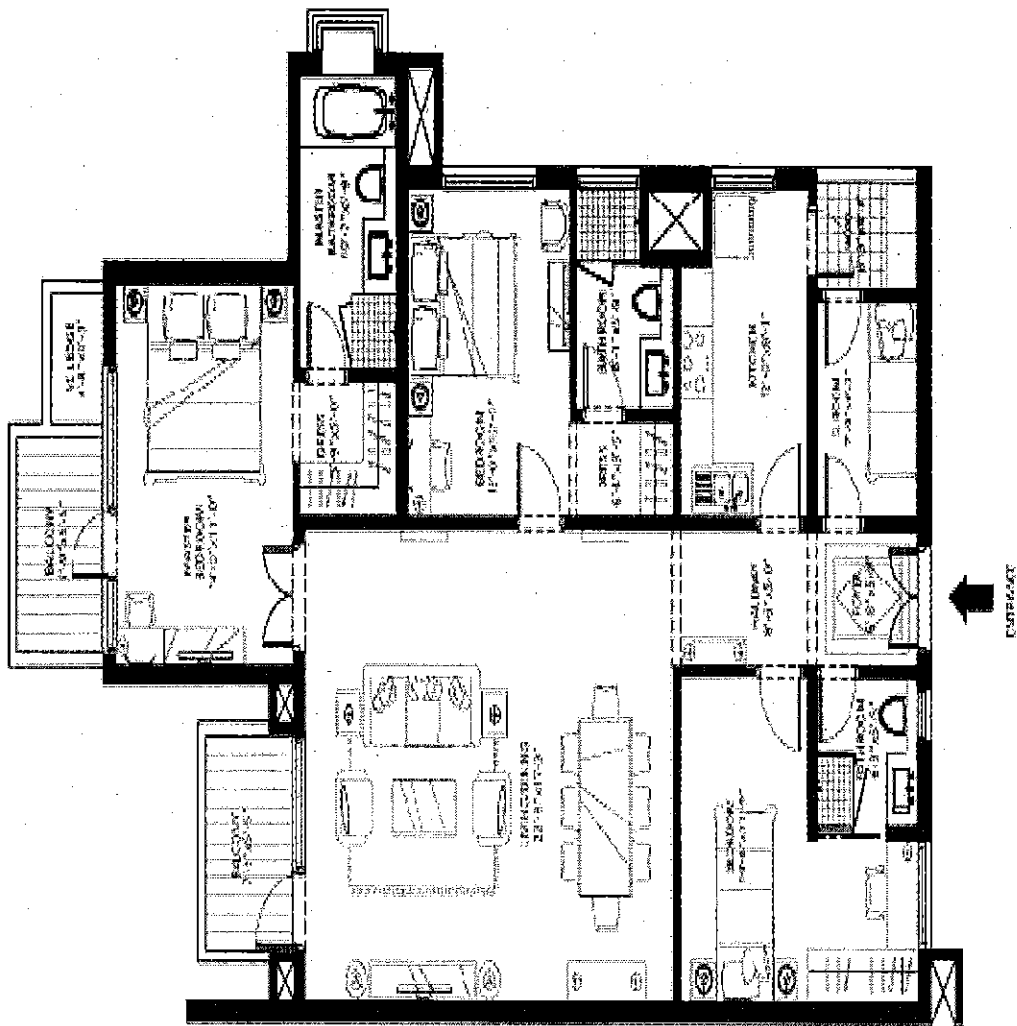




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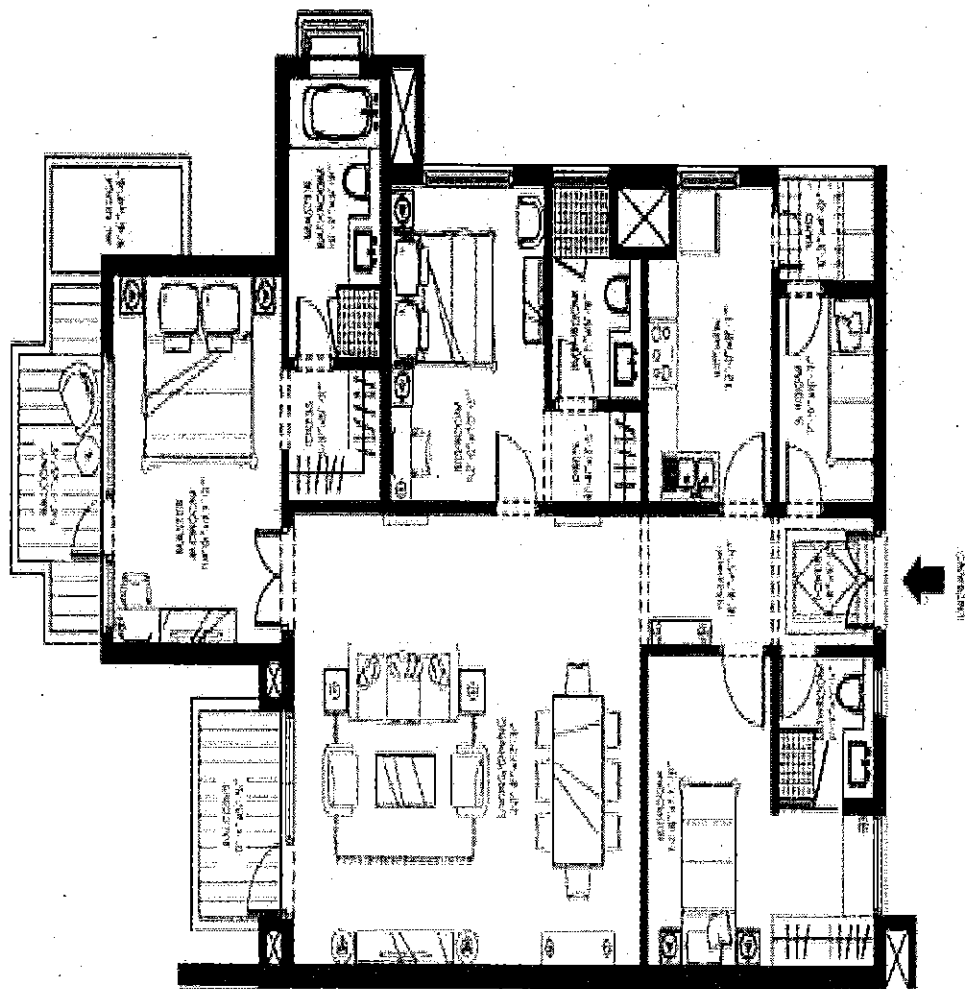
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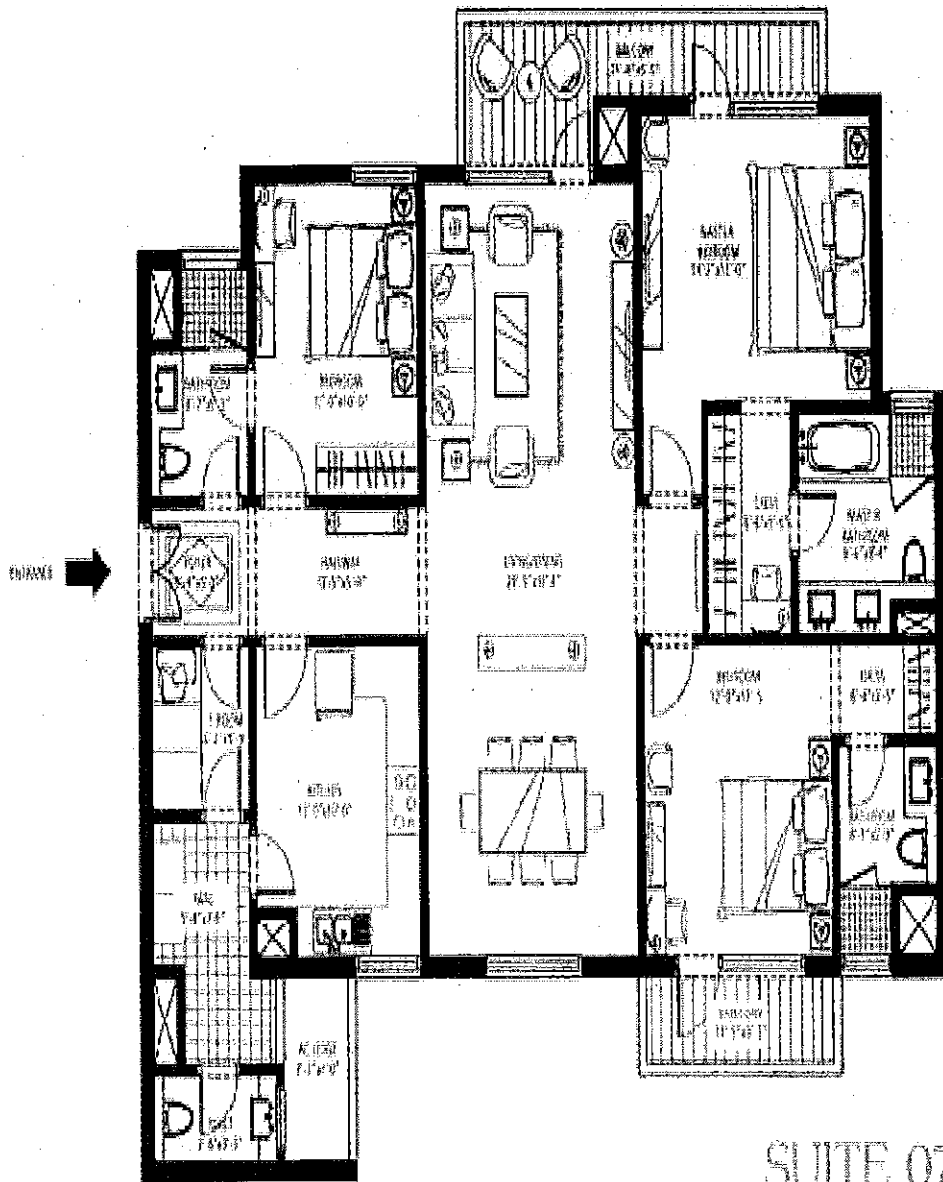
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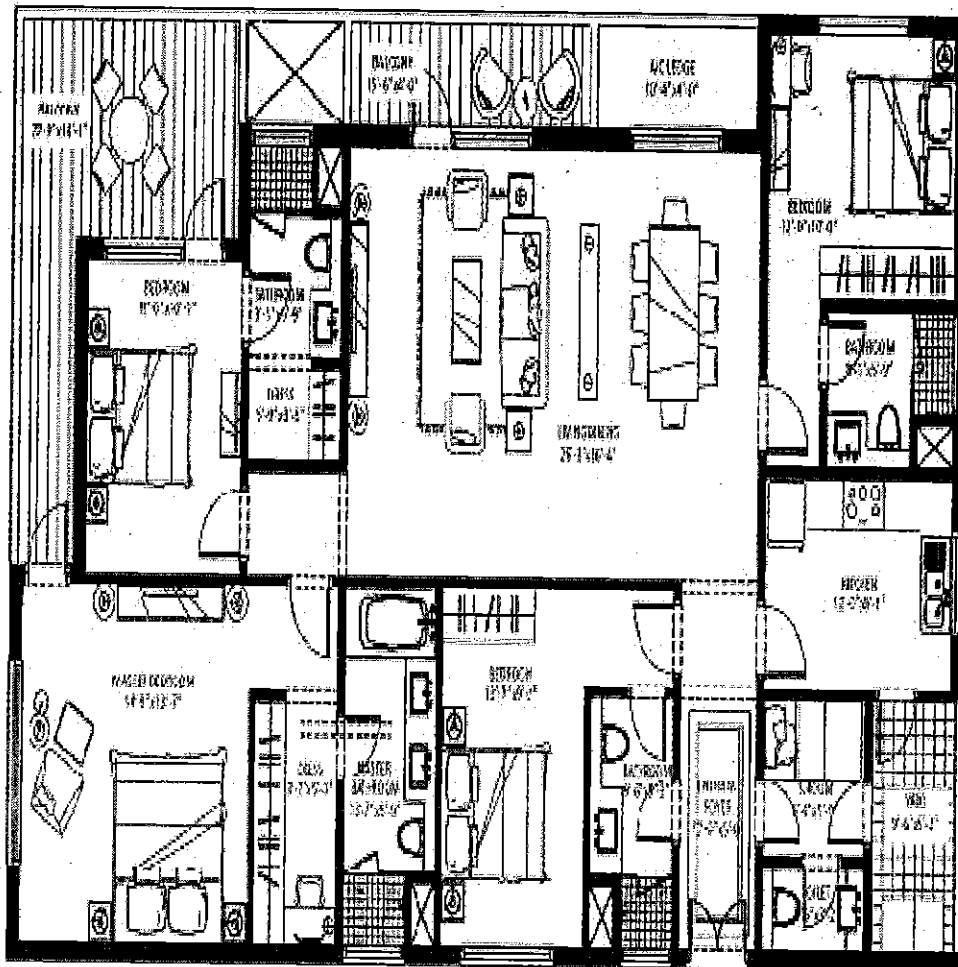


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ANNEXURE VI SPECIFICATIONS

AREAS	WALLS	FLOOR	CEILING	DOORS	WINDOWS/DOORS	FIXTURES	SWITCHES
LIVING ROOM, DINING ROOM, OFFICE, FAMILY ROOM	POP FINISHING WITH ACRYLIC EMULSION PAINT	IMPORTED MARBLE	POP FINISHING WITH ACRYLIC EMULSION PAINT	INTERNAL DOOR: FLUSH DOOR SHUTTERS EXTERNAL DOOR: UPVC POWDER COATED ALUMINUM DOORS MAIN ENTRANCE DOOR: FOUNDED TEAK WOOD FRAME WITH PANELLED DOOR SHUTTERS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS	SPLIT AC UNITS IN LIVING, DINING AND BEDROOMS	MODULAR SWITCHES
MASTER BED ROOM	POP FINISHING WITH ACRYLIC EMULSION PAINT	WOODEN FLOORING	POP FINISHING WITH ACRYLIC EMULSION PAINT	INTERNAL DOOR: FLUSH DOOR SHUTTERS EXTERNAL DOOR: UPVC POWDER COATED ALUMINUM DOORS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS		MODULAR SWITCHES
OTHER BED ROOM	POP FINISHING WITH ACRYLIC EMULSION PAINT	IMPORTED TILES LAMINATED WOODEN FLOORING	POP FINISHING WITH ACRYLIC EMULSION PAINT	INTERNAL DOOR: FLUSH DOOR SHUTTERS EXTERNAL DOOR: UPVC POWDER COATED ALUMINUM DOORS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS		MODULAR SWITCHES
KITCHEN	VITRIFIED TILES	VITRIFIED TILES	POP FINISHING WITH ACRYLIC EMULSION PAINT	INTERNAL DOOR: FLUSH DOOR SHUTTERS EXTERNAL DOOR: UPVC POWDER COATED ALUMINUM DOORS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS	MODULAR KITCHEN WITH HOOD AND CHIMNEY, GRANITE COUNTER TOP WITH BACK SPLASH IN GRANITE, STAINLESS STEEL SINK WITH DOUBLE BOWL AND DRAINAGE, IMPORTED C.P. FITTINGS	MODULAR SWITCHES
BALCONIES/ TERRACES	WEATHER PROOF PAINT	ANTI-SKID TILES	WEATHER PROOF PAINT	EXTERNAL DOOR: UPVC POWDER COATED ALUMINUM DOORS			MODULAR SWITCHES
MASTER TOILET	IMPORTED MARBLE	IMPORTED MARBLE	FALSE CEILING WITH ACRYLIC EMULSION PAINT	INTERNAL DOOR: FLUSH DOOR SHUTTERS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS	IMPORTED CHINAWARE, IMPORTED C.P. FITTINGS, MARBLE COUNTER, BATHTUB WITH JACUZZI, HBS & HEB BASIN	MODULAR SWITCHES
OTHER TOILETS	VITRIFIED TILES	VITRIFIED TILES	FALSE CEILING WITH ACRYLIC EMULSION PAINT	INTERNAL DOOR: FLUSH DOOR SHUTTERS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS	IMPORTED CHINAWARE AND C.P. FITTINGS, MARBLE COUNTER	MODULAR SWITCHES
S. ROOM/ UTILITY ROOM	POP FINISHING WITH ACRYLIC EMULSION PAINT	CERAMIC TILES	OIL BOUND DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS		MODULAR SWITCHES
W.C.	CERAMIC TILES	CERAMIC TILES	OIL BOUND DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS	UPVC POWDER COATED ALUMINUM WINDOW FRAMES AND SHUTTERS	CHINAWARE AND C.P. FITTINGS	MODULAR SWITCHES
FACILITIES	HEALTH CLUB FACILITY WITH FULLY EQUIPPED UNISEX GYM FITTED WITH CABLE TV, JACUZZI, DANCE & AEROBICS STUDIO, SPORTS FACILITIES WITH TENNIS COURTS, 2 SWIMMING POOL WITH BARY SPLASH, SHOWER AND CHANGING AREAS, CLUB WITH LOUNGE, BILLIARD ROOM, MULTI-PURPOSE HALL/FUNCTION LOUNGE AND MULTI-CUISINE RESTAURANT, KIDS CRECHE WITH TOP TOYS, SLEEPING, BABY SLIPPER, SAND PIT & PARTY AREA & MINI CLUB CENTER, 100% POWER BACKUP AND TREATED WATER SUPPLY						
SECURITY	PERIMETER SECURITY, BURGLAR ALARM SYSTEM, SMART CARD ACCESS FOR RESIDENTS, CCTV IN BASEMENT AND MAIN ENTRANCE LOBBY FOR SURVEILLANCE						

x *Deeth*
Manda Dutt



ANNEXURE VII
FORMAT OF THE APPLICATION FOR ENROLLMENT AS MEMBER OF
ASSOCIATION

Date: _____

Name: _____

Address: _____

The Secretary
The Palm Drive Owners Association
Sector 66, Gurgaon
Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into an Apartment Buyer's Agreement with Emaar MGF Land Limited to purchase an Apartment/Villa/Penthouse bearing no. _____ situated in tower/building _____, in the Group Housing Complex known as "The Palm Drive" alongwith reserved parking space bearing no. _____.

I/We request to be enrolled as member of The Palm Drive Apartment Owners Association and I/We herewith remit a sum of Rs. _____/- (Rupees _____ only) through cash/cheque bearing no. _____ dated _____ drawn on [insert] bank, towards entrance fee (non-refundable) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish us with copy of the bye-laws of the apartment owners association.

We request you to kindly keep me/us informed of the activities of the association from time to time.

Thanking You

Yours Sincerely

Member

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ANNEXURE VIII
DRAFT OF TRIPARTITE MAINTENANCE AGREEMENT

Readers Note: This draft tripartite maintenance agreement is tentative and the Company reserves the sole right at the time of final execution of the tripartite maintenance agreement to amend/change/modify the terms and conditions contained in the draft maintenance agreement as the Company may in its sole discretion deem fit. The present draft of the tripartite maintenance agreement needs to be signed by the Apartment Allottee to indicate his/her consent to the terms and conditions as contained herein.

This Agreement is made on this ____ day of _____ 20__ at _____

BETWEEN

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its registered office at ECE house, 28 Kasturba Gandhi Marg, New Delhi-110001, through its Authorized Signatory, Mr. [insert name] who has been duly empowered vide board resolution dated [insert date] to execute this Agreement (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiaries, nominees, executors and assigns) of One Part

AND

M/s [insert name of the maintenance company], a company incorporated under the Companies Act 1956, having its registered office at [insert address], through its authorised signatory Mr. [insert name] (hereinafter referred to as "Maintenance Agency"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, successors, legal representatives and assigns of the Second Part

AND

Mr./Mrs./Ms. [insert name], son/daughter/wife of Mr. [insert name] resident of [insert] / M/s [insert name of the company], a company incorporated under the Companies Act, 1956 having its registered office at [insert] through its Mr. [insert name] authorized signatory who has been duly empowered vide board resolution dated [insert] (hereinafter jointly and severally, as the case may be hereinafter referred to as the "User", which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal heirs, successors & permitted assigns) of the Third Part.

The Company, User and the Maintenance Agency shall hereinafter be collectively referred to as "Parties" and individually as "Party"

WHEREAS

1. The User has executed an Apartment Buyer's Agreement dated [insert] (hereinafter referred to as the "said Agreement") for the purchase of a residential Apartment/Villa/Penthouse bearing no. ____, located on ____ floor situated in tower/block no. ____ having a super area of ____ sq. ft. (approx.) which includes an apartment area of ____ sq. ft. (approx.) in the Group Housing Complex, alongwith the exclusive right to use ____ car parking space bearing no.'s ____ and ____, terrace admeasuring ____ sq. ft. and/or a separate swimming pool/garden alongwith undivided proportionate share in the common areas and facilities in the Group Housing Complex named as "The Palm Drive" (hereinafter referred to as the "Group Housing Complex") constructed on a portion of land admeasuring ____ acres (approx.) situated in Sector 54, Gurgaon (hereinafter referred to as the "Land").
2. The said Agreement executed by the User contained a stipulation vide clause no. 21.C for the provision of Maintenance Services by the Maintenance Agency and payment of maintenance charges by the User to the Company.
3. The User has agreed vide clause no. ____ of the said Agreement to deposit and keep deposited with the

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[Signature]
Maula Dutt



Company an interest bearing maintenance security ("IBMS") @ Rs. ____/- per square foot of the super area in the said Apartment which shall carry simple interest @ ____% per annum calculated from the date of realization of amount by the Company and which shall be adjusted /refunded in the manner as provided in the said Agreement.

4. The Company, in order to provide necessary maintenance services, dedicated focus and transparency with proper accounting and audit procedure, shall upon completion of the said building/said Group Housing Complex handover the maintenance of the said building/said Group Housing Complex to the Maintenance Agency.

5. The Maintenance Agency shall provide the maintenance services as provided for in the clause 2 of this Agreement (hereinafter referred to as the "Maintenance Services"), raise bills directly on the User and collect payments thereof and to do all such acts, deeds etc. as may be necessary to provide maintenance services and collect bills thereof.

6. The User has approached the Maintenance Agency with a request to provide Maintenance Services and on the assurances that the User shall abide by the terms and conditions of this Agreement and shall promptly pay the bills raised by the Maintenance Agency; the Parties have now decided to execute this Agreement on the terms and conditions recorded hereunder.

NOW THEREFORE THIS INDETURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Duration of Maintenance Agreement:

The Maintenance Agency shall provide Maintenance Services initially for a period of three (3) years from the date of execution of this Agreement to be renewed automatically for further term each of three (3) years on mutually agreed terms and conditions between the Company and the Maintenance Agency, unless otherwise the work of providing Maintenance Services is earlier handed over by the Company to any other assignee/nominee, other body corporate or to association of apartment owners.

2. Scope of Total Maintenance Services

Maintenance Services shall mean and include the following services inclusive of general and administrative overheads (including salaries, wages etc.)

a. Operation and maintenance of all equipments including sub-station(s) connected with the supply of electrical energy to all occupants including User of the Group Housing Complex under bulk electric supply scheme, subject to the terms and conditions of application to be executed by the User as per Annexure-II. The Maintenance Agency shall apply for permission for supply of electrical energy and the permission, which when received, shall be deemed to form a part of this Agreement. The operation and maintenance of bulk supply and distribution of electrical energy shall be handled by the Maintenance Agency or if the Maintenance Agency decides, at its sole discretion, by any other company, nominee, agency to whom this work may be handed over by the Maintenance Agency.

b. Common areas Maintenance Services: These relate to operation and maintenance of common areas, basement if any, lifts, fire fighting equipments and other common facilities inside the said building.

c. Operation and Maintenance of services located in the basement, if any, in the Group Housing Complex: These shall inter-alia relate to operation and maintenance of basement and services such as electric sub station, pumps, fire fighting rooms, transformers, DG sets, water tanks and other services in the basement, if any, located under any building in the Group Housing Complex.

d. Open area Maintenance Services: These relate to operation and maintenance of open spaces within the boundary wall of the Group Housing Complex such as maintenance of compound wall, landscaping, electrification of the Land, water supply, sewerage, roads, paths and other services etc. within the boundary wall of the Group Housing Complex.

e. Security services for the common areas and the basement, if any located under any of the buildings in the Group

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Housing Complex.

f. Insurance of the Group Housing Complex/building structure/Common Equipments in the Group Housing Complex (however, the User shall be solely responsible for insuring the contents within the said Apartment at his/her own cost, risk and responsibility).

g. Any other services as may be required as exclusive services by the User or as common services by the User along with other users including but not limited to reserved open/covered car parking spaces allotted for exclusive use of the User and as may be required from time to time.

It is clarified by the Maintenance Agency and understood by the User that the entire overheads including salaries and wages etc. shall form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged. It is further clarified that cost of any services included in overheads shall prorate be included in the above computation to the extent required and necessary for the performance of total Maintenance Services. The Maintenance Services shall be provided in terms of the said agreement and this agreement shall be read in consonance and not in derogation of the said Agreement.

3. Definition and Computation of Maintenance Charges

The maintenance charges shall be defined and computed in the manner provided herein below:

(i) The maintenance charges shall be computed by taking into account the entire cost incurred by the Maintenance Agency for rendering total Maintenance Services including the cost of electrical energy paid by the Maintenance Agency to Haryana Vidyut Prasaran Nigam Limited ("HVPN") and/or the cost of operating (including fuel etc.) and maintaining standby DG sets and deducting therefrom actual receipts from billing of electrical energy to all the occupants of the Group Housing Complex on account of electrical energy consumed inside their respective said apartment. The resultant net expenditure shall be treated as Maintenance Charges and billed to individual occupants in proportion to the super area of their respective apartments. It is clarified and understood by both Parties that maintenance charges inclusive of cost incurred in arranging electrical energy from HVPN/or from standby DG sets net of the receipts from bills paid by the occupants shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of the Maintenance Agency.

(ii) The Maintenance Agency shall bill for the consumption of electrical energy inside the said Apartment/Villa/Penthouse based on number of units consumed as indicated by the meters installed in the said apartment at pre-determined rates (which for want of a more suitable standard/rate shall correspond to the rates charged by HVPN to its direct consumers) falling in the schedule of tariff as applicable from time to time to the said Apartment/Villa/Penthouse. The bill shall also include meter hire charges and a minimum demand charges if the consumption falls below the minimum demand as per schedule of tariff set out in Annexure III. The bill for consumption of electrical energy, as indicated above, shall be included in the bill for maintenance charges. It is made clear and User agrees and acknowledges that the Maintenance Agency shall have the sole authority to make changes in the schedule of tariff given in Annexure III and such changes shall be binding on the User from the date on which such changes shall be deemed to be effective by the Maintenance Agency.

(iii) The cost of insuring the said complex/building structure (excluding the said apartment) shall be recovered from the User as a part of maintenance charges. The User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Group Housing Complex or cause increased premium to be payable in respect thereof. However, the User shall solely be responsible for insuring contents within the said Apartment/Villa/Penthouse at his/her own cost and the Maintenance Agency accepts no responsibility in this regard.

(iv) The Maintenance Agency shall, bill the actual costs incurred for provision of additional/specific services (including but not limited to operation and maintenance of the car parking spaces allotted for the exclusive use of the User) as may be exclusively required by the User who shall also pay the additional interest free security and other deposits as may be charged by the Maintenance Agency. These specific/additional services shall be solely to the account of the User or if a number of occupants use the same services then it shall be billed on pro rata basis to be

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determined by the Maintenance Agency at its sole discretion.

(v) At the end of each financial year, the Maintenance Agency shall get its accounts audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there shall be any surplus/in the subsequent financial year in a manner that the amount may be refunded/recovered from subsequent bills to the User.

(vi) The Maintenance Agency reserves its absolute right to increase, revise, and modify charges for any of the Maintenance Services to enable the Maintenance Agency to provide necessary Maintenance Services.

(vii) For the sake of clarity, the calculation of maintenance charges to be billed to the User shall be determined by the following formula:

- (i) Cost of Maintenance Services provided by the Maintenance Agency (A)
- Add: (ii) Cost of electrical energy [as determined by bill paid to HVPN by the Maintenance Agency plus the cost of operation and maintenance of DG sets including fuel etc.] (B)
- Less: (iii) Actual receipts by the Maintenance Agency from the occupants in respect of electricity bills paid by them for consumption of electrical energy. ©
- Add/Less: (iv) Cost of any Maintenance Service exclusively rendered and borne by any occupants including but not limited to operation and maintenance of car parking, spaces allotted for exclusive use (D)

The resultant total shall be divided by the total super area of the said complex to arrive at maintenance charges per sq.ft. of the super area which shall be multiplied by the total super area of the said apartment to arrive at the maintenance charges to be paid by the individual User

$$(1) \quad \text{Maintenance Charges per sq.ft.} = A+B+C \pm D$$

Total Super Area of all the apartments in the Group Housing Complex

$$(2) \quad \text{Maintenance Charges to be paid by User} = \text{Maintenance Charges per sq.ft. super area multiplied by total super area of the said Apartment/Villa/Penthouse, plus charges as in (D)}$$

Note: If in the event of more than one residential complex sharing the same facility then in that event the cost of operating and maintaining that facility will be shared by the User in a manner determined by the Company at its sole discretion.

4. Procedure of Billing and Payment of Maintenance Charges

(i) The Maintenance Agency shall bill the maintenance charges to the User monthly, in advance. However, supply of electrical energy inside the said Apartment/Villa/Penthouse shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the succeeding month. The maintenance charges, other than consumption of electrical energy in the said Apartment/Villa/Penthouse shall be payable by the User on pro rata basis as determined by the Maintenance Agency. The charges for any exclusive Maintenance Services, as may be specially required and provided to the User, shall be billed and payable by the User alone.

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(ii) The User undertakes to pay the bills without any reminders from the Maintenance Agency on or before the due date indicated in the bill.

(iii) The Maintenance Agency shall charge interest at the rate of _____% per annum for the period of delay in payment after the due date.

(iv) Without prejudice to and notwithstanding to the right of the Maintenance Agency to charge interest for the period of delay in payment of a bill by due date, in case the User fails to pay the bill on or before the due date indicated in the bill, then the unpaid bill will be deemed to be a notice and the Maintenance Services including electricity supply to the User shall, without prejudice to the right of the Maintenance Agency to recover charges as in the bill, be disconnected after the expiry of seven (7) days of the due date mentioned in the bill without any notice to the User. The supply shall not be reconnected unless and until the amount shown in the bills together with interest at the rate of 15% per annum for the period of delay and all other supply and Maintenance Services is paid by the User notwithstanding the inclusion of any part of the charges in the bill of the Maintenance Services including electricity supply to the said Apartment /Villa/Penthouse under default being included in the subsequent bills sent by the Maintenance Agency.

(v) The payment of bill shall not be held up/ delayed if there are any differences or disputes as to its accuracy. Any differences or disputes regarding accuracy of the bill shall be separately settled as provided in clause ____ of this Agreement.

(vi) All return/dishonored cheques shall be subject to legal action under the provisions of Negotiable Instrument Act 1988 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 15 % per annum and other charges as provided in this agreement in case of dishonored cheques.

5 Right to use of Maintenance Services subject to payment of maintenance charges bill:

The User agrees that his/her right to use the common facilities including supply of electrical energy, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. If maintenance charges or any part thereof is not paid regularly, the User agrees that he/she shall lose the right to use any of the common facilities/services including right to receive electrical energy inside the said Apartment/Villa/Penthouse, but so long as the maintenance charges are regularly paid, and all the covenants herein are observed, the right of the User to use such common facilities /services shall be allowed.

6. Application for supply of electrical energy to form part of this Agreement:

The Maintenance Agency shall apply for permission from HVPN or any other licensing and /or regulatory authority for permission to receive bulk supply of electric energy and to distribute it to the said complex/said apartment. The Maintenance Agency intends to undertake the responsibility of receiving in bulk the supply of energy from HVPN or any other licensing authority and to supplement it by generating through their standby DG sets and to distribute the electricity to the various occupants of the said complex in terms of their application for supply of electrical energy (Annexure II). The right of the User to receive the supply of electrical energy shall be subject to payment of maintenance charges billed by the Maintenance Agency and performance of all covenants of this agreement. If the maintenance charges are not paid regularly by the user, he /she shall have no right to avail the Maintenance Services including the supply of electrical energy provided by the Maintenance Agency. The User agrees that in case of non payment of any portion of maintenance bill in respect of any of the Maintenance Services provided by the Maintenance Agency, the User shall be liable for disconnection of all or any of the Maintenances Services including supply of electrical energy to the said apartment. However, so long as the maintenance charges are paid and the covenants of this agreement are observed in right of the User to avail of the Maintenance Services including the supply of electrical energy shall continue.

7. Limit on the Responsibility of Maintenance Agency:

(i) The Maintenance Agency makes it clear to the User that the provision of Maintenance Services shall be done by

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the Maintenance Agency through various outside agencies under separate agreements to be entered into with them. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the agreement executed by them and to change an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. Similarly, the Maintenance Agency's role and responsibility for the supply of electrical energy to the Users shall be limited to receiving the supply of energy from HVPN in bulk and to distributing agency on behalf of HVPN and has no power or control on the quality/quantity or any other specifications with respect to the electrical energy supplied by HVPN and, therefore, it shall accept no responsibility whatsoever and shall not be liable for any action, damage whatsoever for any failure on the part of HVPN to supply electrical energy to the Maintenance Agency /the User.

(ii) The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Apartment/ Villa/Penthouse including those or due to electrical devices installed in the said apartment. The hazards aforesaid originating from the said Apartment/ Villa/Penthouse shall not impose any kind of legal or financial liability on the Maintenance Agency and the User(s) agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the said Apartment/Villa/Penthouse or externally shall not pose any fire, electrical structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

8. General Provisions

(i) 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 User.

(ii) The failure of the Maintenance Agency to enforce at any time or for any period of time any provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce any or each an every provisions of this Agreement.

(iii) 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.

(iv) 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. Unless otherwise provided, this Agreement shall not be changed or modified except in writing and signed by the Parties hereof.

(v) 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.

(vi) The Maintenance Agency 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 the Maintenance Agency, force majeure conditions shall inter alia include strikes, lock-outs, enemy action, floods, earthquake, non-availability of supply etc.

(vii) That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising thereunder in respect of the said Apartment/Villa/Penthouse shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the said Apartment/Villa/Penthouse, as the said obligations go along with the said

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Apartment/Villa/Penthouse for all intents and purposes.

(viii) Arbitration: Excepting the cases of theft/pilferage of electric energy or interference with meter etc. (which are inter alia offences) and only after the bill amount payable are paid to the Maintenance Agency, in the event of any differences or disputes arising between the Maintenance Agency and the User in respect of any matter connected with the accuracy of bills, supply of services or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an agreement between the Maintenance Agency and the User, the matter shall be referred to arbitration of sole Arbitrator appointed by the Maintenance Agency. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of 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 an appropriate location in DLF City Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The courts at Gurgaon alone shall have jurisdiction in all matters of disputes arising out of or touching and/or covering this transaction.

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IN WITNESS WHEREOF the Parties have set their hands to this Agreement at the place and on the day, month and year first above written.

In the presence of

WITNESSES

For and on behalf of Emaar MGF Land Limited

1. Signature _____

2. Name _____

3. Address _____

(Authorised Signatory)

For and on behalf of M/s _____

1. Signature _____

2. Name _____

3. Address _____

(Authorised Signatory)

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ANNEXURE-IX

SITE PLAN

[To be confirmed and verified by the Maintenance Agency]

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ANNEXURE-X

APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

[To be confirmed and verified by the Maintenance Agency]

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ANNEXURE-XI

SCHEDULE OF TARIFF & CHARGES

[To be confirmed and verified by the Maintenance Agency]

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FOR NECESSARY ENDORSEMENT

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