

Important Instructions to the Buyer(s)

Any one desiring to purchase a Retail Shop (said Unit) will be required to execute two (2) copies of the Agreement for each Unit desired to be purchased. The of the said Unit sets forth in details the terms and conditions of sale with respect to the Units and should be read carefully by each Buyer(s). Signed Agreement of the said Unit will not be accepted from Buyer(s) for three consecutive business days following the Buyer(s) receipt of the copies of the Agreement of the said Unit along with all its Annexure as attached therewith. The Company expects that during the time given, i.e., three consecutive business days from the receipt of the copies of the Unit Agreement, the Buyer(s) shall have read each and all clauses of this Agreement carefully, understood the legal implications thereof, understood his/her obligations and liabilities and the Company's obligations and limitations as set forth in the Unit Agreement.

As the Agreement of the said Unit is a legal document, the Company advises the Buyer(s) to take advice of competent legal counsel/advocates to interpret the provisions of the Agreement. The Buyer(s) shall, thereafter, if he/ she so decides to enter into the Agreement, execute and deliver to the company, within thirty (30) days from the date of dispatch of Agreement of the said Unit by the company, all two (2) copies of the Agreement of the said Unit together with amounts due and payable as set forth in the schedule of payments. If the Buyer(s) fails to execute and deliver to the Company the Agreement of the said Unit in its original form duly signed within thirty (30) days from the date of dispatch of Agreement of the said Unit by the Company, then the application of the Buyer(s) shall be treated as cancelled and the earnest money paid by the Buyer(s) shall stand forfeited without any notice or reminders and the Buyer(s) shall be left with no right, title or interest in any form or manner in the Unit provisionally offered to the Buyer(s).

The Agreement of the said Unit will not be binding on the Company until executed by the Company through its authorised signatory. The Company shall reject and refuse to execute any Agreement of the said Unit wherein the Buyer(s) has made any corrections/ cancellations/ alterations/ modifications. The Company reserves right to request thorough identification, financial and other information as it may so desire concerning any Buyer(s).

I/we confirm that before applying for allotment of said Unit, I/we have verified the terms/conditions and prices of the Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the Unit and nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per prevailing byelaws/guidelines of the State Government and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we have read and understood the above instructions and each and all clauses of the Agreement , its Annexure etc. and I/we now execute the Agreement of the said Unit being fully conscious of my/our rights and obligations and limitations of the company and undertake to faithfully abide by all the terms and conditions of the Agreement .

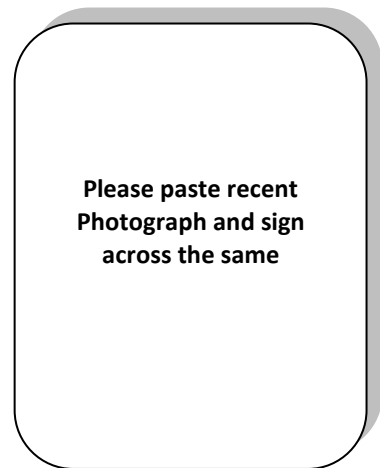
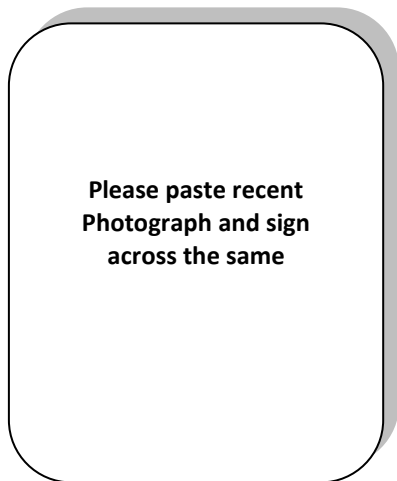
इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छासे बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

(Allotee)

(Allotee)

Instructions for execution of the Agreement:

- 1) Kindly sign along with joint Unit Buyer(s), if any, on all places marked Buyer(s) in the Agreement.
- 2) Kindly paste at the place provided, colour photographs including of joint Unit Allotee and sign across the photographs.
- 3) All the two signed copies of the Agreement of the said Unit in its original form shall be returned to the Company by registered post (AD)/hand delivery only within the time stipulated.
- 4) Witnesses signatures to be done only on space earmarked for it.
- 5) Please do not use white fluid, eraser or overwriting etc. on any copy of this Agreement.



**AGREEMENT
ROYAL STREET SHOPS**

THIS AGREEMENT is made at New Delhi on this _____ day of _____, _____

BETWEEN

M/s Robust Buildwell Pvt. Ltd., a Company registered under the Companies Act, 1956 having its Registered Office at 632, Sector 21-A, Faridabad (Haryana) (hereinafter referred to as **"the Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) through its duly authorised signatory Shri _____, of the **ONE PART**;

AND

1. Shri/Smt. _____
Son/Daughter/Wife of _____
Resident of _____

2. Shri/Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____

(* to be filled up in case of Joint Purchasers)

(hereinafter singly/ jointly, as the case may be, referred to as "the Buyer(s)" which expression shall unless repugnant to the context or meaning thereof, includes his/ her/ their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

WHEREAS the Company has entered into lawful arrangement with its subsidiary/associate for development, construction and marketing of a Commercial Colony named as **"OMAXE CITY CENTRE"**, **FARIDABAD** under Mixed Land Use (Commercial/Residential) on a plot of land situated in

For M/s Robust Buildwell Pvt. Ltd.

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(Buyer)

(Buyer)

the revenue estate of Village Bhatola, Sector 79, Faridabad (hereinafter referred to as the said "Land").

AND WHEREAS the Company shall develop the said Land by constructing thereon the proposed Project named as "**ROYAL STREET, FARIDABAD**" within Commercial Colony named as "**OMAXE CITY CENTRE, FARIDABAD**" under Mixed Land Use (Commercial/Residential) (herein after referred to as said "**PROJECT**") which shall include Retail Shops etc. in accordance with the layout plans sanctioned by the Directorate of Town and Country Planning, Haryana, Chandigarh (DTCP) or other concerned Authority.

AND WHEREAS the Buyer(s) has agreed to the terms and conditions as set out in the application for the allotment of Retail Shop, details of which are given in Annexure – A annexed to this Agreement (hereinafter referred to as the said "**Unit**").

AND WHEREAS the Buyer(s) has represented that he has applied for allotment of said Unit with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Project in particular which have been explained by the Company and understood by him.

AND WHEREAS the Buyer(s) has represented that he has seen the relevant documents/ papers pertaining to the said Project and is fully satisfied that the title in the Land of the said Project is marketable and the Company has right and authority to develop the said Project on the said Land and to sell the said Unit and other Units thereat to any party and the Buyer(s) hereby accepts and agrees to abide by the terms and conditions of this Agreement. Further the Buyer(s) has also seen and understood the tentative plans, designs, and specifications of the said Unit and the said Project and hereby agrees that the height of the said unit may be increased by the Company and he is willing to purchase the said Unit with such increased height.

AND WHEREAS the Buyer(s) has confirmed to the Company that he/she is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he/she has clearly understood his/ her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the Company, relying on the confirmations, representations and assurances of the Buyer(s), to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/ her application to allot the said Unit and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. That the Company hereby agrees to sell and the Buyer(s) hereby agrees to purchase the Unit as per the Annexure – A annexed to this Agreement, as per plans and specifications inspected, seen and agreed by the Buyer(s) for a basic sale price charges plus other applicable additional charges as described in Annexure – B annexed to this Agreement in respect of the said Unit, voluntarily without any undue influence or dominance from the Company.

For M/s Robust Buildwell Pvt. Ltd.

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(Buyer)

(Buyer)

2. The Buyer(s) after cautiously analyzing this Agreement hereby confirms that the terms and conditions mentioned herein are the same as mutually decided and agreed between the Buyer(s) and the Company at the time of booking. The Buyer(s) further confirms that the Company, with an objective to avoid any discrimination amongst Buyers of the project and to maintain fair trade practice, has kept all the terms and conditions uniform for all Buyers except monetary terms which the Buyer(s) agrees that it may vary in accordance with the market scenario not prejudiced to the lawful interest of the Buyer(s).
3. The Buyer(s) hereby confirms that he has seen the relevant documents/ papers pertaining to the said Project at the time of booking and is fully satisfied that the title of the Company to the said Land is marketable and that the Company has right and authority to develop and construct the said Project on the said Land and to sell specific Units thereat to any party(s) under the terms and conditions mentioned in the Sanction/Permission Letter issued by Directorate of Town & Country Planning, Haryana or other Authorities (hereinafter referred to as the said "**Authority**") to the Company and the Buyer(s) hereby accepts and agrees to abide by the terms and conditions of the Buyer's Agreement. The Buyer(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions issued by the competent authorities and that of prevailing byelaws, guidelines of said Authority. Further, the Buyer(s) has also seen and understood the tentative plans, designs, and specifications of the said Unit and the said Project and is willing to purchase the said Unit.
4. The Buyer(s) has further understood that the area of the aforesaid Project is tentative and subject to final approval of the concerned Authority. The marketing plan/brochure is a mere indication of the proposed project and the area mentioned in drawings, layouts are reasonable estimates i.e. tentative and always be subject to change. The Company reserves unfettered right to change the design, specifications, amenities and facilities, plans etc. of the project due to aesthetic reasons or to meet the planning/regulatory requirements or for other reasons without any protest, demur from Buyer(s). It has been further agreed by Buyer(s) that if aforesaid changes are done by Company in respect of aforesaid Unit vis-à-vis the said Project and if the same are communicated to him/them by the Company, then the same shall be binding to Buyer(s).
5. The Buyer(s) confirms that he has also seen and understood the tentative plans, designs, and specifications of the said Unit/ Project and agrees to the same. He also agrees that the Company shall be entitled to effect such variations, modifications, additions, alterations etc. therein as may be necessary for optimum utilization of saleable area or as it may, in its sole discretion consider proper in the best interest of the said Project or as may be approved/required by the said Authority or any other authority(ies), Govt. agencies or the Architect of the Project without any objection from him/them and it shall not be obligatory on part of the Company to seek consent of the Buyer(s) for the said purpose. The necessary changes/alterations may involve change in position, location, orientation, number, dimensions, area, floor etc. of the said Unit. Further, the Buyer(s) understands and agrees that notwithstanding anything contained hereinafter finalization of position, location, orientation, number, dimensions, area, floor etc. of the said Unit (if revised), the sale/conveyance deed of the said finalized unit shall be executed and registered in favour of the Buyer(s) as per applicable law.
6. The Buyer(s) understands and herein states that, the Company reserves all its right to assign all or any of its rights/ obligations towards development and construction of the aforesaid

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

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(Buyer)

Project in favour of any Group Company or Associate Company or a Subsidiary Company or a Special purpose Vehicle to be formed/formed or any other entity under joint venture/ development agreement for the purpose of execution of the said Project. The Buyer(s) further understands that, with effect from date of assignment, all the letters and correspondence exchanged with the Buyer(s) including the monies paid there under shall automatically stand transferred in the name of such new Company without any alterations in the original terms and conditions of Agreement of said Unit. In such event Agreement or other necessary documents will be executed by the Assignee Company with the Buyer(s). The Buyer(s) shall continue to perform all their obligations towards such Assignee Company in accordance with terms and conditions mentioned hereof.

7. The Buyer(s) agrees that he shall pay the price of the said Unit and other charges calculated on the basis of super area vis-à-vis plot area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises/ Units which form integral part of said Unit and common areas shall mean all such parts/ areas in the entire said Project which the Buyer(s) shall use by sharing with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc., if provided.
8. The Company has calculated the super area of the Unit on the basis of meaning given in clause 7 of this Agreement. The Buyer(s) hereby agrees and understands the calculation of the Super Area of his booked Unit and has no objection relating to the authenticity of the said calculation offered by the Company.
9. The Buyer(s) confirms that the company has given all options of payment of total sale consideration of the said Unit and the Buyer(s) out of all the offered payment plans has opted for the payment plan annexed with this Agreement in Annexure-B on his own free will and consent and without any pressure or false representation by the Company after understanding effect of each payment plan and his/ her financial limitations regarding payment of installment.
10. The Buyer(s) hereby agrees to pay to the Company in timely manner the Basic Sale Price, Additional Cost and other charges etc. as per the payment plan opted by the Buyer(s) in **Annexure-B**, which is the essence of this allotment. In addition to the above, the Buyer(s) specifically agrees to pay promptly to the Company, the applicable Service Tax, Cess etc. levied/to be levied by the Government on services undertaken/to be undertaken by the Company while constructing or developing the said Unit/Project. The Buyer(s) further agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Buyer(s) and the same shall be borne and paid by the Buyer(s) in proportion to the area of the said Unit to the area of all the Units in the said Project as determined by the Company. If such charges/cost are increased (including with retrospective effect) after the sale/conveyance deed has been executed then such charges/cost shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Buyer(s).

For M/s Robust Buildwell Pvt. Ltd.

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11. The Buyer(s) agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making addition to the said Building or making additional buildings in and around the land of the said Building in said Project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system of the said Building in the said Project. The Buyer(s) acknowledges that the Buyer(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Building in the said Project.
12. The Basic Sale Price of the said Unit is firm, save and except increases, which the Buyer(s) hereby agrees to pay due to any exorbitant increase in super built-up area, External Development Charges, Infrastructural Development Charges, Government rates, taxes, cesses, Service Tax, Freehold Charges (if applicable) etc. and/ or any other cost/ charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Buyer(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Project as and when demanded by the Company.
13. The Buyer(s) agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Company may on its own provide any additional/ better specifications and/or facilities other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit. The Buyer(s) agrees to pay for the cost of additional/ better specifications and/or facilities as additional charges proportionately or as the case may be, as and when demanded by the Company.
14. The Buyer(s) acknowledges that the Company has readily provided all information, clarifications as required by him/ her and that he/ she has not relied upon and is not influenced by any architect's 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 project, or the said Units or the size or dimensions of the said Units, services to be provided to the Buyer(s), estimated facilities/ amenities to be made available to the Buyer(s) or any other data and that he/ she has relied only on data/matters/things as specifically represented in this Agreement and application and on his/ her own judgment and investigation(s) in deciding to sign and accepts this Agreement to purchase the said Unit. No oral or written representations or statements previously made shall be considered/ construed to be part of this Unit Buyer(s) Agreement and that this Unit Buyer(s) Agreement is self-contained and complete in itself in all respects.
15. It is clarified by the Company and agreed by the Buyer(s) that the basic selling price of the said Unit does not include the cost towards Club, Electric Connection, Power back-up, Water connection, Parking, Sewerage connection, EEC and FFEC, IFMS, EDC, IDC, Utility Costs (if applicable) etc. and other administrative cost and expenses, which shall be payable by the Buyer(s) in addition to the price of the said Unit. The Buyer(s) shall pay the amount on

For M/s Robust Buildwell Pvt. Ltd.

demand, to the Company as may be determined at the time of providing necessary connections from the main line laid along the road servicing the Unit or as the case may be.

16. It is understood and agreed by the Buyer(s) that the super area given in this Agreement is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Project. The final size, location, number, boundaries etc. shall be confirmed on completion of the Project. In case of increase in the Floor area/Built-up area/super area of the said Unit, the Buyer(s) shall pay for the initial 10% of increase in area at the rate of Basic Sale Price of the Unit mentioned in the Price List prevailing at the time of booking of the said Unit irrespective of any discount offered in the same at the time of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/ adjusted (as the case may be) by the Company to the Buyer(s).
17. The Buyer(s) satisfies and confirms that the cost of the said Unit mentioned in Annexure B, does not include any tax paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess one time building tax, luxury tax if any, building and other construction worker's welfare fund or cess or any other taxes, charges, levies by whatever name called, in connection with the development work of the said Project/ said Unit. Further, Buyer(s) hereby agrees to pay to the Company Value Added Tax, its surcharge etc. as applicable with retrospective effect or in future in proportion to the super area of his Unit to the total super area of all the Units in the said Project as determined by the Company. In case of failure of the Buyer(s) to pay Value Added Tax and other such applicable taxes as demanded by Company on or before the due date, the Buyer(s) hereby authorizes the Company to adjust IFMS against such defaults. Whenever due to such adjustment, the IFMS Deposit falls short of the aforesaid sum, then the Buyer(s) hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Company. Further, if such VAT, its surcharges etc. are levied (including with retrospective effect) after the Sale/Conveyance /Sublease Deed has been executed then such tax shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Buyer(s).
18. The Buyer(s) undertakes to pay additionally to the Company, on demand the External Development Charges (EDC) and Infrastructural Development Charges (IDC) levied, by whatever name called or in whatever form and with all such conditions imposed, by the State Government and/or any competent authority(ies) and any increase thereof, and such EDC and IDC or increase thereof shall be borne and paid by the Buyer(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the conveyance deed has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Buyer(s).
19. It is agreed by the Buyer(s) that it shall be an essential condition of this allotment that the use of the said Unit shall always be for commercial purpose only and that he/she shall comply with norms and conditions laid down by the competent authority in this regard. Any change in the specified use, which is not in consonance with the theme of the said Project or

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is detrimental to the public interest will be treated as a breach of the terms of Allotment entitling the Company to cancel the Agreement and forfeit the entire amount deposited by the Buyer(s). Thereafter, the Buyer(s) shall not have any right, title or interest in the said Unit allotted to him. The Buyer(s) hereby agrees that after execution of Sale/Conveyance Deed in favour of the Buyer(s), he shall obtain requisite license/approval/sanction from the competent authority for carrying commercial activity. The Company shall not in any way, be responsible/ liable for any default/violation committed by the Buyer(s) under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for carrying commercial activity. Any such default/violation shall automatically entitle the Company to cancel the allotment in accordance with terms of this Buyer's Agreement.

20. Subject to other clauses herein, the Company has allotted to the Buyer(s) the Unit as per the Annexure – A annexed to this Agreement in the said Project as per plans and specifications inspected, seen and agreed by the Buyer(s) for a basic sale price, additional cost other charges as described in Annexure – B annexed to this Agreement in respect to the said Unit.
21. The Buyer(s) shall also be entitled to use only the generally common areas and facilities within the said Land which may be outside the land underneath the said Project Building earmarked as generally commonly used areas & facilities by all the occupants/ users on the said Project. It is further made clear to the Buyer(s) that the Buyer(s) shall have no right, title or interest in other unsold open/ covered car parking spaces, if any, and the same shall be dealt with by the Company at its own discretion as it may deem fit.
22. The Buyer(s) confirms and represents that the Company has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Buyer(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the periphery/boundary of the said Project nor he/she has made any payment to the Company for such lands, buildings, common areas, facilities and amenities falling outside the said Project.
23. The Buyer(s) undertakes to park his designated vehicle in the parking space earmarked in the said Project as per parking availability on payment of charges on daily/monthly basis to the Company or the Maintenance Agency appointed by the Company and further undertakes that he shall not park his designated vehicle anywhere else in the said Land. Further, the Buyer(s) agrees to park his additional Vehicles, if any, outside the boundary wall of the said project at his cost and responsibility. The Buyer(s) hereby agrees to comply and conform to the Driving & Parking Rules viz. speed, circulation movements etc. and Rules of Road Regulation, 1989, as amended from time to time failing which the Maintenance Agency may at its discretion restrict the entry of Buyer's vehicle to the said Complex.
24. The Buyer(s) hereby agrees to pay preferential location charges for preferential location as described in this Agreement and in a manner and within the time as stated in the Payment plan. However, the Buyer(s) has specifically agreed that if due to any change in the layout/ building plan, the said Unit ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the Buyer(s) and such amount shall be adjusted in the last installment as stated in the Payment plan. If due to any change in the layout/ building plan, the said Unit becomes preferentially located, then the Buyer(s) shall be liable and agrees to pay the preferential location charges, as and when demanded by the Company.

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(Buyer)

(Buyer)

25. The Buyer(s) hereby agrees, undertakes and assures the Company and the Maintenance Agency that the Buyer(s) shall not encroach upon any part of the common area/roof/terrace of the said Project or upon the adjoining Units of the said Unit either by erecting or constructing any structure or by installing/putting/keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon which may or may not hinder/obstruct the use of common areas. In case the Buyer(s) encroaches upon any part of the common area of the said Project or upon the adjoining Units of the said Unit by erecting or constructing any structure or by installing/ putting/keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon, the Company/Maintenance Agency is authorized to remove or shift or demolish, as the case may be, such erection or fixture or installation and the Company/Maintenance Agency shall raise expense bill to the Buyer(s) towards the cost of such demolition/ removal/ shifting along with any other concurrent/consequential expense/loss incurred by the Company/Maintenance Agency/ other Buyer(s)/ Occupiers of other Units which the Buyer(s) hereby agrees and undertakes to pay to the Maintenance Agency within 7 days of receipt of such Bill. The Company/Maintenance Agency shall not be responsible for any kind of loss/damage caused to any machine/ installation while removing/ demolishing the same or consequential thereupon.
26. The structure of the said Project 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 Buyer(s) and the cost thereof shall be payable by Buyer(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Buyer(s) at his/her own cost. The cost of insuring the Project Building structure shall be recovered from the Buyer(s) as a part of total maintenance charges and the Buyer(s) hereby agrees to pay the same. The Buyer(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Project Building or cause increased premium to be payable in respect thereof for which the Buyer(s) shall be solely responsible and liable.
27. The service areas, if any, as may be located within the said Project, as the case may be, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Project Plans. The Buyer(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Buyer(s).
28. The firefighting equipment, pollution control devices and/ or preventive measures may be installed by the Company in the common area if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the Buyer(s) and the costs thereof shall be chargeable extra from the Buyer(s) on pro-rata basis. Further, the Buyer(s) hereby agrees to pay cost for the individual electricity meter connection to his Unit to the Company on demand before offer of possession of the said Unit.
29. The Buyer(s) hereby agrees to make all payments within time as per the terms of Schedule of Payments mentioned in this Agreement and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of **"Omaxe City Centre"** payable at par. The receipt of payment

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(Buyer)

shall be issued by the Company in the name of first Buyer(s)[in case the said Unit is allotted to joint Buyer(s)] irrespective of payment received from any other person. It is further clarified that the Company shall not be responsible towards any third party making payment/remittances on behalf of the Buyer(s). The Buyer(s) further agrees that in case he makes any payment towards the said Unit from any third party account, then he shall ensure that there would be no claim of any right, title and interest by such third party in the said Unit against the payment made from third party account and the Buyer(s) further agrees that the Company shall not be liable or responsible for any inter-se transaction between such third party and Buyer(s) in any manner whatsoever. In the event, the Buyer(s) makes any payment through any third party account then he/they hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and on realization of payment, the Company shall proceed to issue receipt of such payment made by the Buyer(s) from third party account.

30. It is categorically agreed by the Buyer (s) that the Company has not guaranteed the availability of loan/ financial assistance from any bank/ financial institution against the said Unit/ said Project. The Buyer(s), to pay the sale consideration of the said Unit to the Company may avail financial assistance at its own discretion towards purchase of said Unit from any bank/ financial institution who has approved the said Project. However, if any bank/ financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Buyer(s) shall not make such refusal/ delay an excuse for non-payment of any installments/dues to the Company within stipulated time as per the payment plan. Further, the obligation of the Buyer(s) to purchase the said Unit pursuant to this Agreement shall not be contingent on the Buyer's ability or competency to obtain such financing and the Buyer(s) will remain bound under this Agreement. Further, in case the Buyer(s) fails to repay the loan amount to the bank/ financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the said Unit and the Company may accept the Purchaser of the said Unit in place of the Buyer(s), after the Purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Buyer(s) after forfeiting the amount as per this Agreement will be transferred to the account of the purchaser. Further, in case the bank/ financial institution ask the company to cancel the booking of said Unit and call for repayment of outstanding loan amount, then the Company may cancel the booking and after forfeiting the amount as per this Agreement, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Buyer(s). Further, the Buyer(s) hereby agrees and understands that, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/ condition precedent of the allotment of the said Unit and Applicant hereby agrees to pay the sale consideration of the said Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution.
31. It is agreed by the Buyer(s) that the timely payment of installments and other allied charges/cost indicated herein is the essence of this Agreement. It shall be incumbent on the Buyer(s) to comply with the terms of payment and the Buyer(s) herein has agreed that Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Buyer(s) or if there is any other breach of terms of this Agreement, then this Allotment may be cancelled.
32. The Buyer(s) hereby agrees that in order to ensure/ guarantee the fulfillment of all obligations including payment of total sale consideration of the said Unit in timely manner as
- For M/s Robust Buildwell Pvt. Ltd.**

per Payment plan opted by him as well as for all compliance of all terms and conditions as contained in this Agreement by him, the Company shall treat 10% of sale consideration amount as earnest money out of the amount(s) paid/ payable by him for the said Unit allotted to him.

33. Subject to the other terms and conditions of this Agreement , on and after payment of the total Sale Price and other charges and dues as per this Agreement and upon execution of Sale Deed/Conveyance Deed of the said Unit in favour of the Buyer(s) after completion of construction of said Unit, the Buyer(s) shall have, (i) ownership of the built up area of the said Unit, (ii) undivided interest and the right to use common area and facilities along with owners of other units, (iii)undivided proportionate interest in the Footprint of the said Unit area calculated in the ratio of super-built up area of the said unit to the total super built up area of all the units in the said Project in which the said unit is located.(Although the Buyer(s) shall not be making any payment towards the land/Footprint).
34. In the event of the failure of the Buyer(s) to perform his obligations or fulfill all the terms and conditions set out in the Agreement, the Buyer(s) hereby authorizes the Company to keep on abeyance/suspension of booking or cancel the Agreement of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, dealer commission etc. The amount, if any, paid over and above the earnest money, interest on delayed payment due or payable, brokerage, dealer commission etc shall, however be refunded to the Buyer(s)/ financial institution as the case may be by the Company without any interest after re-allotment of the said Unit and after compliance of certain formalities by the Buyer(s). However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 18% p.a. on the amount outstanding upto one month delay from the due date of outstanding and at the rate of 24% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount/ concession has been given by the Company in the Basis Sale Price/ payment term to the Buyer(s) in lieu of consensus of the Buyer(s) for timely payment of installments and other allied cost, then the Buyer(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Buyer(s) hereby agree to pay immediately. The Buyer(s) may opt for cancellation only within six months from the date of application for the said Unit and in case the Agreement of the said Unit is cancelled at the behest of the Buyer(s), then the Buyer(s) hereby authorizes the Company to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Company to the Buyer(s) without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Agreement shall stand cancelled and the Buyer(s) shall be left with no right, title, interest, lien etc. on the said Unit.
35. The Buyer(s), if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this letter of Allotment. The Buyer(s) hereby understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made thereunder as amended from time to time. The Company accepts no responsibility in this regard and reserves its right to reject/ cancel the

For M/s Robust Buildwell Pvt. Ltd.

allotment of the Unit, in case of non-compliance of necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules by the Buyer(s).

36. It is agreed by and between the Parties that unless a Conveyance Deed is executed and registered, the Company shall continue to have full authority over the said Unit and all amounts paid by the Buyer(s) under this Agreement shall merely be a token payment for purchase of the allotted Unit and shall not give him any lien or interest on the said Unit until he has complied with all the terms and conditions of this Agreement and a Conveyance Deed of the said Unit has been executed and registered in his favour. Further, the Buyer(s) shall be handed over possession of the said Unit only after completion of registration of Sale/Conveyance Deed with the concerned Sub-Registrar as per applicable law and payment of requisite costs, charges and expenses towards execution of Sale/Conveyance Deed by the Buyer(s).
37. This Agreement is subject to the terms and conditions of sanction of layout plan and/or licenses issued by the concerned Authority in respect of the said Land/said Project to the Company and the Buyer(s) hereby accepts and agrees to abide by the same.
38. The Buyer(s) is not entitled to get the name(s) of his assignee(s) substituted in his place. The company may however, in its discretion, permit such substitution (which will not be withheld unreasonably) on such terms and conditions including payment of administrative cost and other costs as it may deem fit. Any change in name (including addition/deletion) of the Buyer(s) will be deemed as substitution for this purpose. The Buyer(s) hereby agrees that his Assignee shall get the rights under this Agreement from the date of assignment and not from the date of signing of this Agreement by the Buyer(s). The Buyer(s) further agrees and understands that the development/ construction period of the said Unit as stated in this Agreement shall be reckoned with effect from the date of assignment of allotment right in the said Unit in favour of his Assignee(s) and his assignee(s) shall not claim for compensation for any delay in offer of possession of the said Unit by the Company.
39. (a) The Company shall complete the development/construction of the Unit/Project within 36 (thirty six) months from the date of signing of this Agreement by the Buyer(s) or within an extended period of 6 (Six) months. Completion of development of the Unit within such 42 (forty two) months is subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to timely payment by the Unit Buyer(s) or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the Buyer(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
- (b) If, however, the completion of the said Project is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-

For M/s Robust Buildwell Pvt. Ltd.

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(Buyer)

(Buyer)

delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in grant of completion/ occupation certificate by any Competent Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Unit/said Building for any amenities, facilities intended to be created therein or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any other reasons beyond the control of the Company then the Buyer(s) agrees that the Company shall be entitled to the extension of time for delivery of possession of the said Unit. 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 Project for such period as it may consider expedient and the Buyer(s) agrees not to claim compensation of any nature whatsoever during the period of suspension of the said Project.

- (c) 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, the Company is unable to complete the construction of the said Unit/ said Building, 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 Buyer(s) in pursuance of this Agreement, shall continue to remain with the Company and the Buyer(s) 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 Buyer(s) may, if he/she so desires, become a party along with the Company in such litigation to protect Buyer(s) rights arising under this Agreement. In the event of the Company succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Buyer(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation/ order/ rule/ regulation becoming final, absolute and binding, the Company will, subject to provisions of law/court order, refund to the Buyer(s), the amounts attributable to the said Unit (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Buyer(s) by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Buyer(s) agrees to accept the Company's decision, in this regard to be final and binding. Save as otherwise provided herein, the Buyer(s) shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.
- (d) The Company shall offer in writing to the Buyer(s) to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and to execute Sale/Conveyance Deed and transfer of possession of the said Unit shall be contingent on the fulfillment of following conditions precedent ("**Conditions Precedent**"):

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

(Buyer)

(Buyer)

- (i) The Buyer(s) shall have made timely payments of all sums due in accordance with the Payment Plan;
- (ii) The Buyer(s) shall have paid all taxes, costs, charges required towards execution of the Sale/Conveyance Deed and this Agreement and all other costs and charges required to be paid by the Buyer(s) in accordance with the terms hereof and there shall be no amounts outstanding in respect thereof;
- (iii) The Buyer(s) shall not be in breach of the terms hereof.

After the receipt of all installments and other dues, if any, No Dues certificate will be issued. After the issuance of No Dues certificate, the Buyer(s) are required to get the Sale/Conveyance Deed executed. The Company shall offer in writing to the Buyer(s) to take over, occupy and use the said Unit in terms of this Agreement within thirty (30) days from the date of issue of notice. Upon receiving such notice/written intimation from the Company, the Buyer(s) shall within the time stipulated by the Company in the notice offering possession, take over possession of the said Unit from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Buyer(s) of all the dues and subject to the Buyer(s) having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions and formalities, permit the Buyer(s) to occupy and use the said Unit. If the Buyer(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, the said Unit shall lie at the risk and cost of the Buyer(s) and the Company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Unit or for any other purpose. Further, the Company shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the said Unit on account of the Buyer(s) not taking possession of the said Unit, as specified hereinabove. It shall be the responsibility of the Buyer(s) to bring to the notice any material defect in the structure of the building before taking possession of the said Unit. If the Buyer(s) after taking possession of the said Unit to not intimate the defects in the said Unit than the same shall be considered as waiver of the part of the Buyer(s) and the Company after handing over the possession of the said Unit shall not be liable for any defects loss or damage to the structure, finishes, fittings and fixtures in the said Unit.

- (e) Further it is agreed by the Buyer(s) that in the event of his failure to take over the said Unit in the manner as aforesaid, the Buyer(s) shall pay to the Company holding penalty at the rate of Rs. 15/- (Rupees Fifteen Only) per sq. ft. of the super built-up area of the said Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Unit till the entire holding penalty with applicable overdue interest at the rates as prescribed in this Agreement along with the applicable maintenance charges are fully paid. It is made clear and the Buyers (s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Buyer(s) Agreement and shall be payable till such time said premises is put to use by Buyer(s) or given on lease. Where Buyer(s) omits, fails,

For M/s Robust Buildwell Pvt. Ltd.

refuses and/or neglects to take possession of the said Unit from the Company for any reasons whatsoever, the Unit shall be held by the Company at the risk and cost of the Buyer(s). Further, the Buyer(s) agrees that in the event of his/her failure to take over the said unit within the time stipulated by the Company in its notice/written intimation, he/she shall have no right or any claim in respect of any item of work in the said Unit which he/she 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 he/she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/ said Project/Building.

- (f) Upon taking possession of the said Unit, the Buyer(s) shall have no claim against the Company as to any item of work, materials, installations, any loss or damages to the finishes, fittings and fixtures etc. in the said Unit or any other ground whatsoever, and the Buyer(s) waives all rights and claims in relation to the same.
- (g) If for force majeure reasons or for reasons beyond the control of the Company, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Buyer(s)'s money will be refunded on demand after compliance of certain formalities by the Buyer(s).
- (h) In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development/ construction of the said Unit, The Buyer(s) shall remain obliged to make payment to the Company proportionate to the extent of the completion thereof and as may be certified by the Architect of the Company. The decision so made shall be final. However the Buyer(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Company from the Government in respect of the said Unit.
- (i) Buyer(s) further understands and agrees that timely completion of the Project is entirely dependent upon his/their timely payment of due amounts as per payment plan opted by him/them and incase of default in making payment of due amount within stipulated period, than the same shall not only hamper the overall progress of the Project, but will also be prejudicial to the interest of all Buyer(s) of the units of the Project. if the Applicant(s) fails/ defaults in making payment of due amount within stipulated period in case of down payment plan, then the opted Down Payment Plan shall be automatically considered as time linked/ construction linked plan whichever available. In concurrence of the same the Company shall have right to re-allocate the provisional allotment of the said Unit which includes change in area and location such as tower, floor, dimension, size etc. of the said Unit and or cancel the provisional allotment of the said Unit and forfeit the earnest money and other dues as detailed in this Agreement . Further in such case, without prejudice to other available rights, if Company opts to use its right to relocate the provisional allotment of the said Unit, as result thereof, ifthere is any change in dimension, sixe, location etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in the Payment Plan.
- (j) The Buyer(s) shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to the Company developing or continuing with the development of other Units adjoining the said Unit sold to the Buyer(s).

For M/s Robust Buildwell Pvt. Ltd.

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(Buyer)

(Buyer)

- (k) The Company is authorized to raise loan by creating mortgage of the project land from any financial institution and the Buyer(s) will have no objection in this regard. However, such mortgage, if created will be got vacated before handing over possession of the said Unit to the Buyer(s).
- (l) The Buyer(s) will be entitled to possession of the said Unit only after all the amounts payable under this Agreement are paid and the Conveyance Deed in respect of the said Unit is executed and duly registered with the Registrar/ Sub-Registrar concerned.
- (m) The Buyer(s) before taking possession of the said Unit shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agree not to raise any dispute on such account thereafter either individually and or by joining as member(s) in any society and/or otherwise, in any capacity. Further, the Buyer(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession of the said Unit by the Buyer(s) or his authorized representative.
- (n) After taking possession of the said Unit by the Buyer(s), if any addition or alteration in or about or relating to the said Unit are required to be carried out by the government or Local Authorities or in pursuance of any statutory requirement, the same shall be carried out by the Buyer(s) in co-operation with the other Buyer(s) in the said Project at its own cost and expenses and the Company shall not be in any manner liable or responsible for the same. Any alteration or addition in the said Unit shall be carried out by the Buyer(s) after getting the plans thereof sanctioned from the concerned authorities.
- (o) The Company may agree to permit, subject to the Buyer(s) having fulfilled all its obligations under this Agreement, the Buyer(s)'s entry for carrying out interior works if such entry is desired by the Buyer(s) prior to the Date of Possession upon execution of a suitable Indemnity Bond, as required by the Company. However, such permission shall not be construed as or in no way entitle the Buyer(s) to have any right, interest or title of any nature whatsoever in respect of the said Unit. During this period the Buyer(s) undertakes to ensure that its interior work would supplement efforts of the Company to obtain necessary approvals for the occupation and use of the said Unit/Project from the concerned authorities. The Buyer(s) undertakes not to cause any damage to the other Units or said Project while completing the interior work of the said Unit and in the event any such damage is caused, the Buyer(s) further agrees to pay to the Company the costs of rectification thereof. The Buyer(s) further agrees to pay to the Company the actual cost of electricity, water and other direct expenses incurred by the Company during the period of interiors.
- (p) It is specifically made clear by the Company and understood by the Buyer(s) that the Company may impose certain restrictive guidelines/covenants or conditions regarding interior fit outs at the time of handing over of the said Unit for interior fit-outs and no Conveyance Deed or Deed of Apartment shall be executed in case of any breach of any of such guideline(s) issued for interior fit-outs or failure of the

For M/s Robust Buildwell Pvt. Ltd.

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(Buyer)

(Buyer)

Buyer(s) to strictly adhere to such guideline(s). Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood and agreed between the parties that the installments as stipulated in the Payment Plan as per Annexure – B (PART-III) payable in respect of the said Unit shall continue unabated irrespective of whether the permission for carrying out interiors of the said Unit is granted by the Company.

- (q) The parties agree that, to the extent permitted by law, the rights and obligations of the Buyer(s) and the Company shall be subject to right of specific performance and may be specifically enforced against a defaulting party.
- (r)
 - (i) The roof rights of the Project shall remain with the Company unless allotted to Buyer(s) against consideration. The Buyer(s) shall have no objection if the Company gives on lease or hire any part of the top roof/ terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, etc.
 - (ii) No further construction/ modification is permissible to the Buyer(s) anywhere in the Unit.
- (s) The Buyer(s) shall not do or permit anybody to do the following acts:
 - (i) store in the said Unit any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Unit or any part thereof.
 - (ii) do anything in or about the said Unit which may tend to cause damage to any flooring or ceiling or any Unit over/ below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
 - (iii) demolish the Unit or any part thereof or to make any additions or alterations of whatever nature to the said Unit or any part thereof.
 - (iv) close ground space or common passages or common corridors even if a particular floor/ floors are occupied by the same Buyer(s).
 - (v) make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah or any external wall, or both the faces of external doors and windows of the Unit to be acquired by him, which in the opinion of the Company differ from the colour scheme of the said Project.
 - (vi) put up any name or signboard, publicity or advertisement material outside his Unit or anywhere in the common areas without prior permission of the Company or his nominee in writing.
- (t) If the Company allots any floor/Space in the said Project in favour of Buyer(s) which is specifically designated for carrying out cafeteria/Food Court/any other allied purpose then:

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

(Buyer)

(Buyer)

- (i) Buyer(s) shall have to obtain all licenses, statutory permissions and approvals required for running, operating and establishing the Food Court in the Premises.
 - (ii) Buyer(s) shall have to observe and comply with the rules, regulations and bye-laws of the Municipal Authority of concerned District/State/City or any statutory authority.
 - (iii) All the staff employed in the Food Court shall be the employees of Buyer(s) and the Company shall not be liable for any claims/liability/disputes arising out of their employment.
 - (iv) Buyer(s) shall not employ any employees who is minor under the Indian Majority Act or any other Act prevailing in India and further agrees that it will comply all the provision of Labour Law and other prevailing laws in India for its Commercial Operation of Food Court in the said Premises during the entire term or the extended term of the Buyer's Agreement and shall always keep the Company indemnified for the same.
 - (v) Buyer(s) agrees to comply with all the requirements of law related to Shops and Establishments Act, Prevention of Food Adulteration Laws, Labour Laws, ESIC, Provident Fund etc. and other statutory provisions governing its business in the Premises during the entire term or the extended term of the Buyer's Agreement.
 - (vi) No further construction/ modification is permissible to the Buyer(s) anywhere in the Unit.
 - (vii) The Buyer(s) shall have no objection against the Company if the Company makes allotment of any space/floor in the said Project specifically designated for carrying out cafeteria/ Food court/any other allied purpose in favour of any other Buyer(s).
40. (a) Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other cost and dues being received), complete the Conveyance Deed of the Unit in favour of the Buyer(s) in such manner as may be permissible at the cost and expense of the Buyer(s) and on the terms and conditions of this Agreement except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.
- (b) The applicable stamp duty, registration fee and other legal charges for execution and registration of this Buyer's Agreement, Conveyance/Sub-Lease Deed or any other Documents with respect to the said Unit shall be payable by the Buyer(s) within the time specified in call notice given by the Company to the Buyer(s). The Company is not liable to pay any such duty/ charges at any point of time, may be due to delay in offer of possession of the Unit. The Buyer(s) shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities.
41. (a) The Buyer(s) shall always ensure and undertake that the Landline/ Mobile numbers provided by him to the Company are not registered with National Do Not Call

For M/s Robust Buildwell Pvt. Ltd.

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(Buyer)

(Buyer)

Registry and in the National Consumer Preference Registry (NCPR) for not receiving commercial messages from the Company or its authorized entity, agency, etc. Further, the Buyer(s) hereby authorizes the Company to send commercial communications to him in the form of SMS (es) or voice calls to the Landline/ Mobile numbers provided by him to the Company. Further, the Buyer(s) agrees to provide a new Landline/ Mobile no. to the Company for future communication, if the existing Landline/ Mobile Numbers are registered under aforesaid category.

- (b) The Communication Address, email address, Phone No. & Fax No. of Company are as follows:

- (i) Communication Address: 3&4, Local Shopping Complex, Kalka ji, New Delhi
- (ii) Email Address : care@omaxe.com; for NRI Customer: nricare@omaxe.com
- (iii) Phone No. : 18001020064
- (iv) Fax No. : 011-41896653

42. The Company alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric and sewer connection etc or for any other purposes.
43. The common areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/assigned to any other body or association for maintenance. It is clearly understood and agreed by the Buyer(s) that he/she shall not claim any partition of the said land and/or common areas/facilities in the said Project.
44. It is clarified that the External Development Charge (EDC), Internal Development Charge (IDC), cost towards Electric Connection etc. and IFMS, other cost are not included in the Basic Selling Price of the said Unit detailed in Annexure B and shall be payable by the Buyer(s) in addition to the price of the said Unit. The Buyer(s) shall pay the following amounts, on demand, to the Company as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Unit or as the case may be.
- (a) The Electricity Load for the entire project shall be obtained from concerned Electricity authority by the Company or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on pro-rata basis and shall be payable by the Buyer(s) on demand.
 - (b) The individual Electricity Connection cost including deposit and Meter cost shall be borne by the Buyer(s).
 - (c) The Storm Water Connection cost from the *said* Unit to the Main line and Malba charges shall be borne by the Buyer(s).
45. Firefighting equipment and/or preventive measures may be installed by the Company in the common area/township if required by any law/ byelaws, order or directions or guidelines of the Govt./ any Statutory Authority/ Body or if deemed necessary by the Buyer(s) and the costs thereof shall be chargeable extra from the Buyer(s) on pro-rata basis.

For M/s Robust Buildwell Pvt. Ltd.

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(Buyer)

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46. (a) In order to provide necessary maintenance services the Company may, after offer of possession of the said Unit to the Buyer(s), for the time being, hand over the maintenance of the said Project to any Maintenance Agency at its sole discretion. Thereafter, the Company may handover maintenance services to any Body corporate or an association as the Company may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and staircase and other common areas of the Project will be undertaken by the Company or its nominated Maintenance Agency. The Buyer(s) agrees and consents to the said arrangements. The Buyer(s) shall pay maintenance charges, which will be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost. Further, the Buyer(s) agrees to abide by all the rules, terms and conditions of the bye-laws of the Maintenance Agency or Company and all the amendments/modifications therein.
- (b) The Buyer(s) agrees to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges, any unpaid Government levies, charges by whatever name called as demanded by the Company and other charges as raised by the maintenance agency from time to time. The Buyer(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the Buyer(s) or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Buyer(s) hereby authorizes the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges, any unpaid Government levies, charges by whatever name called as demanded by the Company along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Buyer(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Buyer(s) shall pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the Buyer(s) to the enjoyment of common services including electricity, water etc.
- (c) The Buyer(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Agreement. A separate Maintenance Agreement between the Buyer(s) and the Company or its appointed Maintenance Agency will be signed at a later date.

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

(Buyer)

(Buyer)

- (d) Subject to Clause (b) stated herein above, in case at any time, the Company hands over the Maintenance Services of the Project to the appointed Maintenance Agency/ the Resident Welfare Association (RWA) of the Project, then the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such Maintenance Agency/ Resident Welfare Association (RWA), as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same. Further, if any concession/ discount in Common Area Maintenance Charges has been given by the Company to the Buyer(s), then such concession/ discount shall be subject to the timely payment of remaining Common Area Maintenance Charges by the Buyer(s) to the Company or to the nominated Maintenance Agency and only till the time the Company hands over the Maintenance Services of the said Tower/ Project to the Resident Welfare Association (RWA) or Shop Owners Association as the case may be. Further, the Buyer(s) agrees that the Company shall not be liable to pay Maintenance Charges neither to Maintenance Agency nor to the Resident Welfare Association in respect of any unsold units of the Company.
- (e) The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit, roof top, terrace, balconies etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Agreement including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. the Buyer(s) hereby authorizes the Company or Maintenance Agency and their representatives, employees etc. to break the locks, doors, windows etc. of the said Unit to enter into the said Unit in order to prevent any further damages/ losses to life/ property in the said or adjoining Units/ Building/ Project.
- (f) The Buyer(s) hereby agrees to keep the Company/Maintenance Agency harmless and indemnified against all losses/damages/claims which may be caused or which may arise due to any act, conduct and/or negligence of the Buyer(s).
47. The said Project shall always be known as **“Royal Street, Faridabad”** and the same shall never be changed by the Unit Buyer(s) or anybody else. The Company may Change the name of the Project in the manner it likes.
48. The Buyer(s) hereby agrees and confirms that the Company may sent SMS(es) or make calls to him/them to his/their landline/Mobile Number provided to the Company with regard to any promotion, events, new launch of Projects, start of existing Projects, reminder of any payment or any other suitable information from time to time and he/they shall have no objection to the same even though his/their given landline/Mobile Number is registered under National Do Not Call Category and National Consumer Preference Registry (NCPR).

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

(Buyer)

(Buyer)

49. The Company shall have the first lien and charge on the said Unit, in the event of the Buyer(s) parting with any interest therein, for all its dues that may become due and payable by the Buyer(s) to the Company under this Agreement.
50. The terms and conditions contained herein shall be binding on the Occupier of the said Unit and default of the Occupier shall be treated as that of the Buyer(s), unless context requires otherwise.
51. The Company has made clear to the Buyer(s) that the Company may be carrying out extensive developmental/construction activities now and for many years in future in the entire area falling outside said Unit of the Building and that the Buyer(s) has confirmed that he/she shall not raise any objection or make any claims or withhold, refuse or delay the payment of installment/Operation/ Maintenance bills on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/ construction or its incidental/ related activities.
52. The Company, relying in good faith on this specific undertaking of Buyer (s), has agreed to sign this Agreement in respect of the said Unit and this undertaking shall survive throughout the occupancy of the said Unit by the Buyer(s), his/ her legal representatives, successors, administrators, executors, assigns etc. The Company shall have right, without any approval of any Buyer(s) in the said Project to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Units within the said Project and the Buyer(s) agrees not to raise objections or make any claims on this account.
53. The Buyer(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said project; save and except at areas/places specifically earmarked for these purposes in the said Project.
54. Delay or indulgence by the Company in enforcing the terms of this Agreement or any forbearance or giving of time to Buyer(s) shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Buyer(s) nor shall the same in any manner prejudice the rights of the Company.
55. The Buyer(s) hereby agrees that in case he has availed loan facility for the purchase of the said Unit, upon execution and registration of Conveyance Deed regarding the said Unit, the original Conveyance Deed shall be received by the Company on behalf of the Buyer(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
56. The Buyer(s) shall not at any time demolish the said Unit or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof which may affect the other Units. The Buyer(s) shall 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.
57. (a) The Buyer(s) shall be entitled to possession of the said Unit only after all the amounts payable under this Agreement are paid.
- (b) The Buyer(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work pertaining to development of said

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

(Buyer)

(Buyer)

Project/said Unit which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Buyer(s).

58. (a) The terms and conditions contained hereinabove shall be interpreted in a manner so as to cover the laws and rules prevailing in India and conform to Public Policy and/or Fair Trade Practices.
- (b) 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.
59. (a) If any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Agreement void. Further in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
- (b) Any express or implied waiver by the Company of any default shall not constitute a waiver of any other default by the Buyer(s) or a waiver of any of the rights of Company. All original rights and powers of the Company under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Company, and the Company shall not be deemed to have waived any of its rights, or any provision of this Agreement , or any notice given hereunder, unless such waiver be provided in writing by Company, and any waiver by the Company of any breach by the Buyer(s) of the Agreement , shall not be deemed a waiver of any continuing or recurring breach by the Buyer(s) of the Agreement .
- (c) (i) The Buyer(s) shall get his complete address and e-mail address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of the said Unit shall be deemed to be the Registered Address of the Buyer(s) until the same is changed in the manner aforesaid.
- (ii) In case of joint Buyer(s), all communication shall be sent by the Company to the Buyer(s) whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Buyer(s) and no separate communication shall be necessary to the other named Buyer(s).
- (iii) All letters, receipts, and/or notices issued by the Company or its nominee and dispatched under Certificate of Posting/Regd. AD/Speed Post/ Courier Service to the last known address of the Buyer(s) shall be sufficient proof of receipt of the same by the Buyer(s) and which shall fully and effectually discharge the Company/nominee.

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

(Buyer)

(Buyer)

- (d) For all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Buyer(s) is a joint stock company, a firm or any other body corporate or organization or an association.
- (e) If at any stage this document requires to be registered under any law or necessity, the Buyer(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the Company fully absolved and indemnified in this connection.
- (f) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi.
- (g) Subject to the Arbitration as referred above, the Courts at Faridabad and Delhi shall have jurisdiction in all the matters arising out of/or touching upon and/or in connection with this Agreement.

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses:

**SIGNED, EXECUTED & DELIVERED BY:
For M/s Robust Buildwell Pvt. Ltd.**

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छासे बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

**(Authorized Signatory)
COMPANY**

(BUYER)

(BUYER)

WITNESSES

1.

2.

For M/s Robust Buildwell Pvt. Ltd.

Authorized Signatory

(Buyer)

(Buyer)