

BUYER'S AGREEMENT

Paste Passport
Size Photograph
and sign Across
its face.

Allottee No.1

Paste Passport
Size Photograph
and sign Across
its face.

Allottee No.2

THIS BUYER'S AGREEMENT ("Agreement") is made and executed on this ____ day of _____ **2017** at Gurugram, Haryana, India:

AMONGST

M/s. Shine Buildcon Private Limited, a company incorporated under the Companies Act. 1956, having its Registered Office at H-334, Ground Floor, New Rajinder Nagar, New Delhi and Corporate Office at 281, Phase-II, Udyog Vihar, Gurugram, Haryana, (India) through its authorized signatories (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives and assigns);

AND

Company

Allottee(s)

(1) Mr. _____ (Aadhaar _____) S/o _____
R/o _____

(2) Mr. _____ (Aadhaar _____) S/o _____
R/o _____

(hereinafter jointly or individually as the case may be referred to as the "**Allottee**", which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include his/her/their/its successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns);

(The above-mentioned parties to this Agreement shall also be collectively referred to as the "**Parties**" and individually as the "**Party**").

WHEREAS:

- (A) The Company is the absolute owner in possession of land bearing Rect. No. 89, Killa No. 14(8-0), Killa No. 15(2-9), Killa No. 16(2-9), Killa No. 17(7-16), Killa No. 25(2-9) located at Sector-70, situated in revenue estate of village Badshahpur, Tehsil and District Gurugram, Haryana (hereinafter referred to as the said "**Land**") is entitled to develop the said Land as set out hereunder.
- (B) The Company has conceived of and is in the process of constructing and equipping commercial complex on the said Land comprising of Retail Shops, Studio Apartments, Offices, Multiplex, Food Court, Restaurant and entertainment areas consisting of multiple levels/floors, complete in all respects with reference to specifications as specified herein(hereinafter referred to as "**Products**").
- (C) The Company is well and sufficiently entitled to develop and deal with the above said Products proposed to be constructed on the said Land and the Company has obtained the requisite license from the **Director General, Town and Country Planning, Haryana, Chandigarh ("DGTCP")** bearing number 34 of 2012 to develop a commercial colony thereon (hereinafter referred to as the said "**License**" which term shall be deemed to include additional areas as may be additionally licensed by DGTCP) under the Haryana Development and Regulations of Urban Areas Act, 1975 ("Act"). The company is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the company regarding the said land on which project is being constructed have been complied with.
- (D) The above said products to be constructed on the said Land in accordance with the Building Plans approved/to be approved and sanctioned by the DGTCP shall be

known as the **"70 GRANDWALK"** (hereinafter referred to as **"70 GRANDWALK"** project). 70 GRANDWALK project shall contain following components, (i) Retail Shops (ii) Studio Apartments (iii) Multiplex (iv) Food Court/Restaurant (v) Entertainment area. The company agrees and undertakes that it shall not make any changes to these approved plans except by following due procedure of law.

- (E) That the Project 70 Grandwalk has been registered with Haryana Real Estate Regulatory Authority under RERA Act 2016 and HRERA Rules 2017. The Registration Number is 28 of 2017 dated 28.07.2017
- (F) The Allottee has demanded from the Company and the Company has allowed the Allottee to inspect tentative building plans, ownership records of the said Land/License, various approvals including granted by the **DGTCP** in favour of the Company and all other documents relating to the rights and title of the Company to construct, and convey the interest agreed to be transferred hereunder in **70 GRANDWALK** project. The Allottee has agreed that it is fully satisfied in all respects, with regard to the right, title and interest of the Company in the said Land/License and there shall be no re-investigation/objections by it in this regard. Furthermore, the Allottee understands that by executing this Agreement, it would be deemed that the Allottee has completed its due diligence to its entire satisfaction, including, *inter alia*, in respect of the representations made by the Company hereunder.
- (G) The Allottee, after fully satisfying itself with respect to the right, title and interest of the Company in the said Land, the approvals and sanctions for the **70 GRANDWALK** project in favour of the Company as well as the designs, specifications and suitability of the proposed construction, has applied to the Company vide application dated _____ (**"Application"**) for booking/allotment of unit and allottee (s) has been allotted **Unit** bearing **No.** _____, _____ **Floor** having **Super Area** _____ **Sq.Ft.** (_____ **Sq.Mt.**) **Carpet Area** _____ **sq. ft.** (_____) on **Second Floor** in the said project. It is clarified herein that the Allottee/owner(s) has not opted for covered car parking space at the time of booking of said Unit/execution of this agreement, therefore, the Allottee shall have no rights, claims or interest whatsoever in covered parking spaces in the said Project. However, if in future, Allottee opts for covered car parking space then Company may allot the same at the prevailing applicable charges subject to availability of covered car parking space in the project. It is further agreed herein by the Allottee that in case Allottee opts for covered car parking space, all the terms & conditions pertaining to covered car parking space as mentioned in this agreement and/or prevailing at the time of

allotment of covered car parking, shall be applicable on the Allottee.

- (H) It is clarified herein that the Club Charges are not applicable on the said Unit, therefore, the Allottee shall have no rights, claims or interest whatsoever for Club Membership. However, if in future, Company allows Club Membership to Allottee at the terms & conditions pertaining to club membership, the Allottee will pay club membership charge to Company as applicable accordingly. The Allottee has agreed and understood that Club Membership is not transferable to his/her/their/its nominee(s) / transferee(s) /successor(s) /legal heir(s). If Allottee transfer/convey his/her/their/its right of said Unit under this agreement to his/her/their/its nominee(s) /transferee(s) /successor(s) /legal heir(s), Allottee shall not have any right for Club Membership and the Club Membership shall be allowed / permitted to nominee(s)/ transferee(s)/ successor(s)/ legal heir(s) of Allottee on the terms & conditions pertaining to club membership. The nominee(s)/ transferee(s)/ successor(s)/ legal heir(s) will pay club charges to Company as applicable accordingly.
- (I) The Units shall be in unfurnished condition and constructed in accordance with the specifications enumerated in **ANNEXURE- I** hereto. It is agreed and understood by the Allottee that the term “**Unit**” is being used in this agreement for the first time and in earlier documents including application form, the term “High Street Retail” have been used instead of “Unit”. The Allottee agreed that all the terms and conditions of the said earlier documents for “High Street Retail” now shall be applicable and binding upon the Allottee for said “Unit”. The Allottee shall have no objections for the same.
- (J) The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein. The parties further confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the state and related to the project.
- (K) The Allottee acknowledges that the Company has readily provided complete information and clarifications as required by the Allottee, also the Allottee has ultimately relied upon its own independent investigations and judgment, save and except as specifically represented in this Agreement, the Allottee's decision to purchase the said Unit 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 or their selling agents/brokers, or otherwise including but not limited to any representations relating to the said Land, or the Unit or the interior spaces therein or any other

physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/amenities to be made available to the Allottee.

- (L) The Allottee acknowledges that the Company has readily provided all the information, clarifications with regard to the terms of this Agreement as required by it to its complete satisfaction and that the Allottee has read and understood the present Agreement. Except to the extent contained herein, no other oral or written representation or statement made by the Company or any third party claiming under it shall be considered to be a part of this Agreement or binding on the Company.
- (M) The Allottee has represented and warranted to the Company that it has the legal and valid power and authority to enter into and perform this Agreement.
- (N) The Allottee hereby also assures, represents and warrants to the Company that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Unit, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Allottee, the Company has agreed to enter into this Agreement for sale of the said Unit to the Allottee.
- (O) The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (P) In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Company hereby agrees to sell and the Allottee hereby agrees to purchase the unit for Commercial as specified in herein this agreement.

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

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms wherever used in this Agreement, when capitalized, shall have the meaning assigned herein, unless repugnant to or contrary to the context and meaning thereof. When not capitalized, such words shall be attributed their ordinary meaning: "**Act**" shall mean The Haryana Development and Regulation of Urban Areas Act, 1975. "**Agreement**" shall mean this Buyer's Agreement including all preliminary recitals, preamble, annexure, exhibits, schedules attached hereto and terms and conditions for the allotment of the said Unit and/ or Covered Car Parking Space(s) in **70 GRANDWALK** project, executed by the Company and the Allottee.

- (a) "**Apartment Act**" shall mean The Haryana Apartment Ownership Act, 1983.
- (b) "**Shop Act**" shall mean Haryana Shop and Establishment Act, 1958 as amended upto date along with rules made thereunder, if any, and other related Acts/laws applicable on Shops.
- (c) "**Application**" shall mean the application dated _____ for the provisional booking/allotment of the said Unit and/or the Covered Car Parking Spaces in **70 GRANDWALK** project.
- (d) "**Total Price**" shall have the same meaning as ascribed to it in Clause 3 (i) of this Agreement.
- (e) "**Building Plans**" shall mean the Building Plans of **70 GRANDWALK** project as submitted/as approved under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 and shall include all subsequent revisions thereof and or Haryana Building Code whichever is applicable
- (f) "**Unit**" shall mean the said allotted Unit in the project by whatever nomenclature may be referred to as Studio Apartment/Office/Shop or any other configuration which Company may decide from time to time.
- (g) "**Common Areas**" shall mean
 - (i) The entire land for the real estate project or where the project is developed in phases and registration under the Rera Act is sought for a phase, the entire land for that phase;
 - (ii) The staircase, lifts, staircase and lift lobbies, fire escapes, and common entrance and exits of buildings;
 - (iii) The common basements, terraces, parks, play area, open parking areas and common storage spaces;
 - (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
- (vii) All community and commercial facilities as provided in the project;
- (viii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- (ix) All such parts/areas in **70 GRANDWALK** project as shall be specified by the Company as such, in the Declaration. More specifically, these shall be such areas (except areas specifically excluded or otherwise reserved herein as retained in the ownership of the Company) as stated hereunder and which the Allottee shall use on a shared, non-exclusive basis generally with all the other occupants of **70 GRANDWALK** project along with the limited common areas exclusive to a smaller subset of occupants amongst the allottees of the Unit or all of them. Such Common Areas shall also include open spaces uptill the periphery of the **70 GRANDWALK** Project, corridors and passages, atrium, entry and circulation lobbies, common toilets, AHU rooms, security/fire control room(s), all electrical shafts, D.G. shafts, A.C. shafts, boiler shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, munties, and water tanks. In addition, entire service area in the basement including but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, AC plant room, pump rooms, maintenance and service rooms, lift, lift machine room, fan rooms, drawings and circulation areas, etc.
- (h) **"Conveyance Deed"** shall mean deed of conveyance which shall convey the title of the Unit in favour of the Allottee in accordance with this Agreement.
- (i) **"Declaration"** shall mean the declaration (including any amended declaration) filed or to be filed under the Apartment Act/Shop Act, with the competent authority, with regard to the Unit/ buildings/ **70 GRANDWALK** project.
- (j) **"Development Charges"** shall mean the amount payable by the Allottee, on account of the internal and external development works including but not limited to the following:
 - (i) External Development Charges (EDC) and/or any enhancements thereof,
 - (ii) Infrastructure Development Charges (IDC) and/or any enhancements thereof,
 - (iii) Infrastructure Augmentation Charges and/or any enhancements thereof,
 - (iv) Bank Guarantee (BG) Margin/commission/interest
 - (v) Administrative expenses @20% of EDC/IDC/Augmentation charges
 - (vi) Direct expenses
 - (vii) Any other charges including for executing the external infrastructure

- work/facilities/services, in addition to the EDC as specified above, on account of the acquisition/development of a 24 meter, or other external road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations (66 KVA capacity and above), or for the laying out/re-location of transmission lines, or for any other similar infrastructural work/facilities/services, as the DGTCP or other government authority, may in the future, assign to the Company or recover charges or the cost of such other development works as may be undertaken by the Company, that are not specifically charged elsewhere,
- (viii) Interest paid on EDC/IDC to the government and carrying cost on the fund deployed by the Company for the above mentioned charges at the rate of 15% per annum.
 - (k) **"DGTCP"** shall mean The Director General Town and Country Planning, Haryana, Chandigarh and any other relevant officer exercising his powers.
 - (l) **"Unit Plan"** shall mean the Unit Plan of the Unit as depicted in **ANNEXURE-II** annexed to this Agreement.
 - (m) **"Force Majeure"** shall mean any event beyond the reasonable control of the Company by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/ or alternative measures, have been prevented/avoided, or caused to have been prevented/avoided, and which impairs or adversely affects the Company's ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute; d) non-availability of cements, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries or otherwise; e) war and hostilities of war, riots or civil commotion; f) non-grant, refusal, delay, withholding, cancellation of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including any delay beyond the control of the Company, in issuance of the Occupation Certificate, Completion Certificate and/or any other approvals/certificate as may be required; g) any matter, issues relating to grant of approvals/permissions, notices, notifications by a competent authority becoming subject matter of any suit/writ before a court of law; h) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement; i) economic recession; j) any event or circumstances analogous to the foregoing.
 - (n) **"Maintenance Service Agency"** or **"MSA"** shall mean the person/agency appointed/

designated for providing all or any of the services related to the maintenance and upkeep of **70 GRANDWALK** project.

- (o) **"Maintenance Agreement"** shall mean the maintenance agreement to be executed between the Allottee, Company and the MSA, which shall be substantially in the form annexed as **ANNEXURE-IV** to this Agreement.
- (p) **"Notice of Possession"** shall have the same meaning as ascribed to it in Clause 13 of this Agreement.
- (q) **"Occupation Certificate"** shall mean the Occupation Certificate for any of the building to be constructed in **70 GRANDWALK** project as issued, individually or collectively, by the **DGTCP** under the Punjab Rules.
- (r) **"Parking Spaces"** shall mean the covered car parking spaces allocated/to be allocated for exclusive use along with the said Unit.
- (s) **"Payment Plan/Schedule"** shall mean the Payment Plan/Schedule attached to this Agreement in **ANNEXURE-III**.
- (t) **"Punjab Rules"** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965,
- (u) **"RWA"** or the Residents Welfare Association shall mean the registered society comprising the owners in **70 GRANDWALK** project or parts thereof to be formed in due course by the Company pursuant to the provisions of the Apartment Act.
- (v) **RERA Rules** shall mean Haryana Real Estate [Regulation and Development] Rules 2017 along with applicable provisions of the Act;
- (w) **"Carpet Area"** of the said Unit shall mean the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
Explanation.—For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;
- (x) **"Super Area"** of said Unit shall notionally be the sum of the Carpet Area, the indivisible pro-rata share of the Common Areas and an additional loading for certain immeasurable components (such as, project specific features, etc.) as have been factored in for the pricing of the said Unit.
- (y) **"TP Act"** shall mean the Transfer of Property Act 1882.
- (z) **"Zoning Plan"** shall have the same meaning as ascribed to it under the Punjab Rules.

2. INTERPRETATION

Unless the context otherwise requires in this Agreement:

- (i) The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two;
- (ii) Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (iii) Reference to the words "include" or "including" shall be construed without limitation;
- (iv) Any reference in this Agreement to the terms "herein", "hereto", "hereunder", "hereof", or "thereof" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used except where the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
- (v) **Reference** to this Agreement, or any other agreement, deed or other instrument or document **shall be** construed as a reference to this Agreement, or such other agreement, deed or other **instrument** or document as the same may from time to time be amended, varied, supplemented;
- (vi) The headings/captions in this Agreement are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided;
- (vii) The preliminary recitals are an integral part of this Agreement and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.
- (viii) The word 'person' shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any government authority or any other entity or organization.
- (ix) In accordance with internationally accepted conversion rates, the measure of 1 (one) square feet wherever used shall be equal to 0.09290304 square meter.
- (x) "Consent" shall always mean consent that is not unreasonably withheld by the Allottee.

3. CONSIDERATION AND CONDITIONS

- (i) In accordance with the terms and conditions as set out in this Agreement, the

Company hereby agrees to sell, transfer and convey, and the Allottee agrees to buy the said Unit for commercial usage having an approximate **Super Area of _____ Sq.Ft. (_____ Sq.Mt) Carpet Area _____ Sq. ft. (_____ Sq.Mt.)** bearing **Unit No. _____** located on _____ **Floor** in project 70 Grandwalk, Sector-70, Gurugram, Haryana hereinafter referred to as the "**said unit**". As the application form has already been submitted by the allottees and Buyer's Agreement was not executed before notification of the applicable RERA rules, and the consideration mentioned in the application form did not contain the various charges which were agreed to be paid upon later in time hence all such charges have been included in the total price.

The total price for the said unit based upon carpet area is as under :-

Total Price Detail

S.No.	Description	Rate per sq.ft. on Super Area	Rate per sq.ft. on Carpet Area	Total Price without applicable Taxes	Applicable Taxes on Total Price	Total Price with applicable Taxes
1	Price	Rs. _____	Rs. _____	Rs. _____	Rs. _____	Rs. _____
2	IFMSD	Rs. _____	Rs. _____	Rs. _____	Rs. _____	Rs. _____
	Total Price			Rs. _____	Rs. _____	Rs. _____

The above cited applicable taxes on total price has been calculated/ levied as per government notifications & rules for GST applicable from the date of booking of said unit to till the date of execution of this agreement. Further, in future, if Government revised/changed GST or levied any other tax, then the differential amount of present applicable taxes on total prices and future taxes shall be paid by the Allottee.

The Total Price is exclusive of 'Right to use car park space charges' because the Allottee has not opted the covered car parking space at the time of booking and execution of this agreement, but if in future, Allottee opts covered car parking space, then Allottee have to pay prevailing price of covered car parking space with applicable GST/Taxes over and above to total price without applicable taxes and total price with applicable taxes as per demand of company.

Company

Allottee(s)

- (ii) The Total Price shall constitute and be hereinafter referred to as the **"Sale Consideration"** and shall be payable by the Allottee for the said Unit in the manner set out in the Payment Plan/Schedule selected and agreed by the Allottee and annexed herewith as **ANNEXURE- III**. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the company shall make available the said notification/ order/ rule/ regulation in its office for perusal of the Allottee.
- (iii) The Allottee has paid a sum of **Rs. _____/-(Rupees _____ only)** inclusive of applicable taxes being part payment towards the Total Price with applicable taxes of said unit for commercial usage; the receipt of which the company hereby acknowledges and the Allottee hereby agrees to pay the remaining amount of Total Price with applicable taxes for said unit as prescribed herein above and in the Payment Plan/Schedule (Annexure-III) as and when demanded by the company within the time and in the manner specified therein.
- (iv) Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest at the rate mentioned herein this agreement. Delay or neglect to pay the specified installment at the specified time will be construed as a breach of a fundamental obligation of the Allottee.
- (v) The stamp duty, registration fee, administrative charges and other miscellaneous charges for registration of this Buyer's Agreement and Conveyance Deed for said unit shall be over and above to the Total Price without applicable taxes and Total Price with applicable taxes as mentioned above and shall be payable by allottee as per applicable rates at the time of registration of Buyer's Agreement and Conveyance Deed of said unit or as and when demanded by the Company.
- (vi) The Total Price has been fixed excluding taxes. The Allottee agrees and undertakes to pay any fresh incidence thereof that may be applicable on said unit on account of any fresh tax, levy, fees, charges, statutory dues or cess whatsoever including Service Tax, Cess, Value Added Tax (VAT), G.S.T., etc., which shall also include any enhancement or increase thereof, even if retrospective whether on a direct or prorated basis and the Allottee undertakes to pay such proportionate amount

promptly on demand by the Company. To the best knowledge of the company, the assessment/levy of VAT in Haryana including calculation thereof is yet to be finally decided by competent authority and in case of any final adverse decision, the Allottee shall pay VAT retrospectively as and when demanded by the Company.

- (vii) The Allottee shall only have a joint and non-exclusive right of use of the Common Areas in accordance with the terms and conditions stipulated in this Agreement and the Conveyance Deed and applicable RERA rules.

4. MODE OF PAYMENT

All payments, to be made by the Allottee unless specified otherwise in writing by the Company, vide a demand draft/pay order/ banker's cheque/ ordinary cheque payable at par at New Delhi in favour of "**Shine Buildcon Pvt. Ltd. A/c 70 Grandwalk**".

All payments shall be subject to the actual realization in the company account. The date of credit into the company account shall, be deemed to be the date of payment and exchange rates prevailing on such date shall be applicable for payments made in foreign currency.

5. APPORTIONMENT

The Allottee authorizes the company to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the allottee against the said commercial unit along with parking (if applicable), if any, in his/ her /their name and the Allottee undertakes not to object/ demand/ direct the company to adjust his/her/their payments in any manner.

Subject to the Allottee discharging his obligation under the agreement, the company shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and in terms of the time period mentioned herein this agreement whichever is later. The company shall have the right to an extension of time subject to the events constituting force majeure.

6. EARNEST MONEY

The Company and the Allottee hereby agree that 10% (Ten Percent) of the Total Price/Sale Consideration of the said Unit shall be deemed to constitute the

"Earnest Money", where the construction raised is upto an extent of 75% of the super structure of the said Project along with non-refundable amounts like Development Charges, Taxes, brokerage paid/payable etc., irrespective of the booking amount, which may depend upon the payment plans opted by the allottee.

OR

25% (Twenty Five Percent) of the Total Price/Sale consideration of the said Unit shall be deemed to constitute the "Earnest Money" where the construction raised is over 75% of the super structure of the said Project along with non-refundable amounts like Development Charge, Taxes, brokerage paid/payable etc., irrespective of the booking amount, which may depend upon the payment plans opted by the allottee.

Provided that any amount to be returned under any of the clauses of the agreement shall be paid from the Separate account maintained by the Company as per requirement of Section 4(2)(I)(D) of the Act.

7. PAYMENT OF INSTALLMENTS

- (i) The Allottee has opted for the Payment Plan/Schedule annexed herewith as **ANNEXURE-III**. The Allottee understands that it shall always remain responsible for making timely payments in accordance with the Payment Plan/Schedule, **ANNEXURE-III**. Only in the case of a construction linked Payment Plan/Schedule, the Company shall be obliged to send demand notices/call notices for installments on or about the completion of the respective stages of construction. The demand notices/call notices shall be sent by registered post/courier and shall be deemed to have been received by the Allottee within 05 (five) days of dispatch by the Company or receipt thereof by the Allottee, whichever is earlier.

It shall not be obligatory on the part of the Company to send any reminders for any payments whatsoever. Although the Company shall not be obliged to send demand notices/call notices other than for the construction linked Payment Plan/Schedule, or any reminders whatsoever for payments of the installment, in the event that any such notices or reminders are sent by the Company to the Allottee, as a gesture of courtesy, these shall not, under any circumstances, be construed or deemed to be a waiver of the obligations and responsibility of the Allottee to itself make timely payments in accordance with the Payment Plan/Schedule or in response to such demand notices in the case of a construction linked Payment Plan/Schedule.

- (ii) If the Allottee prepays any installment(s) or part thereof to the Company before it

falls due for payment, the Allottee shall be entitled to pre-payment rebate on such prepaid amounts at the interest rate declared by the Company for this purpose from time to time. The interest on such prepaid installment(s) shall be calculated from the date of prepayment uptill the date when such amount would actually have become due. The credit due to the Allottee on account of such pre-payment rebate shall however be adjusted/paid only at the time of final installment for the said Unit. The said rebate is totally on the discretion of the company and this agreement does not clothe the allottee with any right to demand the same.

- (iii) The Allottee shall be liable to pay interest on every delayed payment, at rate of State Bank of India's highest marginal cost of lending rate plus 2% from the date that it is due for payment till the date of actual payment thereof. In case the Allottee defaults in making payment of the due installment payment (including partial payment) beyond a period of **60 days** from the due date, the Company shall be entitled to, though not obliged to, cancel the Allotment and terminate this Agreement at any time thereafter in accordance herewith. However, the Company may alternatively instead decide to enforce the payment of all its dues from the Allottee by seeking enforcement of the present agreement through appropriate redressal mechanism as agreed between the parties and as available as per applicable law. Further, in every such case of delayed payment, irrespective of the type of Payment Plan/Schedule, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Agreement.
- (iv) Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Unit, or where the Company has given its permission to mortgage to any bank, financial institution or company for extending a loan to the Allottee against the said Unit, the Company shall not be responsible towards any other third party, who has made payments or remittances to the Company on behalf of the Allottee and any such third party shall not have any right against the said Unit or under this Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Allottee. Under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement, on time.
- (v) The Allottee may obtain finance/loan from any financial institution, bank or any

other source, but the Allottee's obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Unit. The Allottee agrees and has fully understood that the Company shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Company in accordance with the Payment Plan/Schedule opted by the Allottee in terms of this Agreement on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Company within the time agreed herein, then the Company shall have right to terminate this Agreement in accordance herewith.

Furthermore, in every case where the Allottee has obtained a loan/finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Company, it is agreed by the Allottee that any default by the Allottee for the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained the Company shall be entitled to terminate this Agreement.

8. STATUTORY TAXES AND OTHER DUES

The Allottee shall always be responsible and liable for the payment of all Municipal Taxes, Property Tax, VAT, G.S.T., Service Tax, Development Charges, if not accounted for in the total price/sale consideration including enhancement of Development Charges etc., wherever applicable in future and any other third party/statutory taxes, duties charges, cess, fees, levies, etc. including enhancements thereof, whether prospectively or retrospectively as may be levied whether on a direct or prorated basis (as determined by the Company/ MSA) and all such amount shall be payable on demand either to the Company or the MSA as the case may be.

In addition to the above mentioned, the Allottee shall also be liable to pay it's prorated share of charges and/or other demands raised by the Government of Haryana which are not ascertainable as on date, with a view to recover the cost of development for sector roads, state/national highways, transport, irrigation facilities, power facilities, environment conservation schemes, welfare or special project/scheme, etc.

In case any of the above demands has been made by the concerned authority after the execution of the Conveyance Deed in favour of the Allottee, then in that event the proportionate share of the Allottee as determined by the Company shall be treated as unpaid Total Price/Sale Consideration of the said Unit and the Company shall have first charge/lien on the said Unit to the extent of such unpaid amount, till such amount is paid to the Company.

Under the applicable Income Tax laws, the Allottee has an obligation to deduct Tax when he/ she/they/it makes payment to the company if the cost of the property exceeds Rs. 50 lakhs, as per notification which provides that purchase of immovable property other than agricultural land worth Rs. 50 lakhs is required to pay withholding tax @ 1% from the consideration payable to resident transferor (Seller). In fact the withholding rate goes up from 1% to 20% if the seller does not disclose permanent account number. It is understood by the Allottee that the provisions of this notification have been understood by the Allottee and he/ she/thet/it undertakes to fulfill this obligation. It is further understood by the Allottee that the provision will apply even when the property has been financed through a bank loan. The Allottee also has the obligation to pay the tax deducted either electronically or by filling a form online. The Allottee also has an obligation to generate a TDS challan form 26 QB/Form 16B from the IT Department website and provide it to the company.

The Allottee confirms and represents that the Allottee is buying the said Unit for the Total Price/Sale Consideration as aforesaid from his lawfully earned and declared sources of income, duly declared and subject to Tax and no part of his income bears any taint punishable under the Prevention of Money Laundering Act, 2002/Benami Transactions (Prohibition Act, 2016).

9. FOREIGN EXCHANGE MANAGEMENT ACT

In the event that the Allottee is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO), Overseas Citizen of India (OCI) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof) or with any of the rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and compliance under any other applicable law, governing the actions of such Allottee including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the

Allottee shall provide the Company with such permissions, approvals, consents, no objection certificates, etc., as would enable the Company to lawfully carry out its obligations under this Agreement. The Allottee shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/ permissions thereof to the Company and the Company accepts no responsibility in this regard. The Allottee agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India or under applicable law, then the Allottee shall alone be liable for any consequences there under. The Allottee agrees hereby to keep the Company fully indemnified, saved and harmless in this regard.

10. CONSTRUCTION/DEVELOPMENT OF PROJECT

- (i) The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website regarding the project(s) where the said unit is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved/in the process of approval by the competent authority, as represented by the company.

The company shall be developing the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the company undertakes to strictly abide by the applicable Building Rules and shall not have an option to make any variation/ alteration/ modification in such plans, as annexed with agreement other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. The company will be bound by the terms of the agreement which will be the sole repository of the obligation of the company towards the allottee(s).

It is agreed that the company shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and specifications described herein at **Annexure-I** (which are be in conformity with the advertisement, prospectus etc.) in respect of the unit, without the previous written consent of the Allottee as per the provisions of the Act and Rules made there under or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the

competent authorities.

The company shall conform to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, is complete and the occupation certificate/ part occupation is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the company. If there is reduction in the carpet area then the company shall adjust/refund the excess money paid by Allottee within 90 days with annual interest calculated at the rates mentioned hereinabove, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the unit, allotted to the Allottee, the company may demand that from the Allottee as per the next milestone of the Payment Plan /Schedule as provided in **Annexure-III**. All these adjustments shall be made at the same rate i.e. size of unit proportionate to total price/sale consideration.

However if any changes, alterations, modifications in the said Layout Plan/Building Plans/Floor Plan, areas and/or drawings, layout, elevations, features, specifications, height, dimensions, finishing, etc., that are necessitated during the construction of the said Unit and/or as may be required by any statutory authority (ies) or otherwise then the company shall be entitled to get the plans revised from the competent authorities as per applicable building rules and the Allottee undertakes not to raise any objection thereto.

- (ii) In the event that variation in the Carpet Area of the said Unit is greater than **±3%**, at the time of final measurement or becomes evident at any earlier stage and the same is not acceptable to the Allottee, every attempt shall be made to offer the Allottee an alternative Unit of a similar size and price structure at another location within **70 Grandwalk** project subject to availability. In the event that such an alternate Unit is available and the Allottee accepts the substitute Unit, the proportionate Total Price/Sale Consideration for any variation of substitute Unit shall be payable or refundable as the case may be at the rates agreed herein. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Allottee.
- (iii) In the event that Allottee does not accept such substitute Unit and if there is no other Unit of a similar size at another location, then the Allottee shall be refunded its paid up Amount/ Consideration (excluding Service Tax, Cess, VAT, GST, Development

Charges & Commission paid to broker including taxes thereupon) along with interest thereon at the rate mentioned hereinabove within 45 days of its intimation to the Company to this effect. No other claim monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Allottee.

- (iv) The Allottee understands and acknowledges that on account of modifications to the Layout Plan and/or for other reasons, during ongoing completion of **70 Grandwalk** project either may not include the said Unit or the said Unit, agreed to be purchased may cease to exist. In such a case or on account of deletion or reduction in the number of Unit in **70 Grandwalk** project, the Allottee shall be refunded its paid up Amount/Consideration (excluding Service Tax, Cess, VAT, GST, Development Charges & Commission paid to broker including taxes thereupon) along with interest thereon at the rate mentioned hereinabove. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Allottee.
- (v) The Company may, in the interest of better planning and timely completion of the said Unit, change the location of the said Unit to a Unit of similar size at another floor, tower or location within **70 Grandwalk** project, to which the Allottee hereby consents. Every attempt shall be made by the Company to offer Unit of similar size and price structure as the said Unit. In the event that the Allottee does not accept such substitute Unit and if there is no other similar Unit available with the Company, then the Allottee shall be refunded its paid up amount/consideration (excluding Service Tax, Cess, VAT, GST, Development Charges & Commission paid to broker including taxes thereupon) along with interest thereon at the rate mentioned hereinabove within 45 days of its intimation to the Company to this effect.
- (vi) The Company, by following the procedure of law shall have right to modify the Building Plans and make additional construction anywhere in the Project by way of an increase in the number of floors or otherwise, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the said land or pursuant to grant of additional licenses or for any other 'reason whatsoever to the extent permissible by the government or Director General Town and Country Planning, Chandigarh, Haryana (DGTCP). The Company shall have the unfettered right to transfer such additionally constructed areas in any manner whatsoever as the Company may in its absolute discretion think fit. The Company and the transferees of such additional construction areas shall have the same rights as the Allottee with respect to the Project including the right to be member of the RWA to be formed under the Haryana Apartment Ownership Act, 1983 ("**Apartment Act**") and an equal right to

use of the General Common Areas, and other common amenities of the Project. The Allottee further agrees and undertakes that he/she/they/ it shall after taking possession of the said Unit or at any time thereafter, not object to the company constructing or continuing with the construction of the other blocks/area inside and/or outside/adjacent to the said project 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 project 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.

- (vii) The Allottee agrees that in case the competent authority/policies allow increase in FSI or FAR thereby increasing number of floors resulting into increase in numbers of Units and /or Shops/Studios in the said project, the Allottee shall have no objection on such increase of FAR/FSI and increase in number of Units and /or Shops/Studios and shall not claim any right over such increase in any manner whatsoever and howsoever. The Allottee also undertakes to execute such documents in favour of company or any government authorities as Company may deem fit regarding no right over such increase FSI/FAR and resulting into increase in numbers of Unit and /or Shops/Studios in the said project. In case the Allottee raises any objection regarding increase of said FSI/FAR or for increasing the number of floors/shops/studios/units, the Company, notwithstanding anything contained in this agreement, is entitled to terminate this agreement and refund the amount paid by the Allottee as per this agreement without any interest, taxes, charges, claims, damages etc. The Allottee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional floors/areas with existing electric, water, sanitary and drainage fittings on the additional structures. The Allottee further agrees and undertakes that he/she/they/it shall after taking possession of the said Unit or at any time thereafter, not object to the Company constructing or continuing with the construction of the other floors/blocks/area inside and/or outside/adjacent to the said project 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 said project is not yet complete. Any violations of this condition shall entitle the Company to seek remedies provided under this agreement in case of breach, nonpayment, defaults etc.
- (viii) The company agrees and acknowledges, the Allottee shall have the right to the unit for commercial usage alongwith parking (if applicable) as mentioned below:

- (i) The Allottee shall have exclusive ownership of the unit for commercial usage alongwith parking (if applicable);
- (ii) The Allottee shall also have a right in the Common Areas as provided under the applicable RERA Rules. The Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the company shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under applicable rules/instructions;

The company agrees to pay all outstanding payments before transferring the physical possession of the said Unit to the Allottee, which it has collected from the Allottee, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the company fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the company agrees to be liable, even after the transfer of the Unit, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

11. USE OF NON-EXCLUSIVE TERRACES

The Company alone shall have the absolute title and the sole right to use to the rooftop terraces of the various structures/towers/buildings comprising **70 Grandwalk** project excluding the area(s) used for common services and the area of such roof top terraces has not been included in the Area of the said Unit. The Company alone shall have the right to give on lease or hire any part thereof for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise as permitted under the applicable laws and the Allottee shall not have any right to object to or prevent the same.

12. COVERED CAR PARKING

- (i) The covered car parking spaces conceived in the Building Plans have been apportioned among the various owners of **70 Grandwalk** project as well as reserved with the Company. The Allottee has not opted for covered car parking space at the time of booking of said unit and execution of this agreement, hence, the Allottee shall have no rights, claims or interest whatsoever in covered car parking spaces in the said project.
- (ii) That the Allottee understands that if the allottee opts for covered car parking space in future, the covered car parking space(s) would be allotted to it subject to availability of covered car parking space and the car parking space shall be an integral part of the said Unit and cannot be sold or transferred independent of the said Unit. Additional covered car parking spaces may be allotted by Company to the Allottee on its request, subject however to the availability of parking space in the Project and if available, further subject to payment of additional charges as may be decided by the Company. All clauses of this Agreement pertaining to the said Unit including allotment, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the allotted covered car parking spaces. The Allottee understands and agrees that covered car parking spaces shall not form part of the common areas of the Project.
- (iii) The covered car Parking Spaces shall be marked at the time of possession and the Allottee has agreed that it shall not be entitled to modify or make any changes or cordon off or otherwise erect any temporary structure in the covered car Parking Spaces allotted to the Allottee at any point of time.
- (iv) The Allottee undertakes to park its vehicles only in its allotted covered car parking spaces forming a part of the said Unit, and not anywhere else in **70 Grandwalk** project. The Allottee understands and agrees that all such reserved covered car parking spaces allotted to the occupants of **70 Grandwalk** project along with the un-allotted car parking spaces remaining in the ownership of the Company are not part of the Common Areas of **70 Grandwalk** project and shall not form part of the Common Areas for the purpose of the Declaration to be filed by the Company under the Apartment Act. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the said Unit under any of the provisions of this Agreement, the allotted covered car parking spaces shall automatically follow the fate of the said Unit and no separate

communication in this regard shall be necessary. All the clauses of this Agreement pertaining to use, possession, cancellation, resumption etc., of the said Unit shall apply automatically by default to the said allotted covered car parking spaces also and the said Unit along with its Covered Car Parking Spaces shall be deemed to form a single unit under this Agreement for all intents and purpose.

- (v) The Company hereby reiterates and clarifies that the Allottee shall have no right, title and interest in the covered car parking spaces other than those allotted to it. The Company, shall have the right to use or to transfer or assign its interest in the unreserved/un-allotted covered car parking spaces/area to any bonafide occupant/owner in **70 Grandwalk** project including the occupant(s)/owner(s) of the community sites, commercial areas etc.

13. POSSESSION AND HOLDING CHARGES

- (i) Subject to Force Majeure, as defined herein and further subject to faithful discharge of obligations by the Allottee under the terms and conditions of this Agreement and not having defaulted under any provision(s) of this Agreement including but not limited to the timely payment of all dues and charges including the Total Price/Sale Consideration, taxes, registration charges, stamp duty and other charges and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company proposes to complete construction and shall offer the possession of the said Unit to the Allottee on or before 30th June 2022 as per the schedule of construction approved by the appropriate authority and read and understood by the Allottee ("**Commitment Period**").
- (ii) Upon receipt of the Occupation Certificate under the Act pertaining to the said Unit, the Company shall notify the Allottee in writing to come and take over of the possession of the said Unit ("**Notice of Possession**") within two months of the issuance of the Occupancy Certificate. In the event the Allottee fails to accept and take the possession of the said Unit within the time indicated in the said Notice of Possession, the Allottee shall be deemed to have become the custodian of the said Unit from the date indicated in the Notice of Possession and the said Unit shall thenceforth remain at the sole risk and cost of the Allottee itself.

Notwithstanding any other provisions of this Agreement, the Allottee agrees that if he/she/they/it fails, ignores or neglects to take the possession of the said Unit in accordance with the 'Notice of Possession' sent by the Company, the Allottee shall also be liable to pay '**Holding Charges**' as decided by the company to be calculated@

Rs. 10/- sq. ft. per month per on the Carpet Area of the said Unit. The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in this Agreement

- (iii) Subject to the faithful discharge by the Allottee of his obligations, the company assures to hand over possession of the said unit along with Parking Space as per agreed terms and conditions unless there is delay due to "*force majeure*", Court orders, NGT Orders, Government policy/ guidelines, delay in grant of Occupation Certificate after application, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the company shall be entitled to the extension of time for delivery of possession of the said unit.
- (vi) The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company from the allottee within 45 days from that date of intimation to allottee. The Company shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they/it shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.
- (v) Subject to above, in the event of delay by the Company in offering the possession of the said Unit, then the Allottee shall become entitled to opt for termination of the Allotment/Agreement and refund of the actual paid up installment(s) by it against the said Unit. Provided that the Allottee shall intimate to the Company about its decision to opt for termination of Allotment/Agreement and refund as mentioned above within 30 days from the date of intimation, such refund shall be made by the Company within 90 days of receipt of intimation to this effect from the Allottee. This option may be exercised by the Allottee only uptill dispatch of the Notice of Possession by the Company to the Allottee whereupon the said option shall be deemed to have irrevocably lapsed. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor be raised otherwise or in any other manner by the Allottee.
- (vi) If, however, the completion of the said Unit is delayed due to Force Majeure as defined herein, the Commitment Period as the case may be, shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation whatsoever,

including Delay Compensation for the period of such delay.

- (vii) Under no circumstances, the possession of the said Unit be given to the Allottee and the Allottee shall not be entitled to the possession of the said Unit unless and until the full payment of the Total Price/ Sale Consideration and any other dues payable under the Agreement have been remitted to the Company and all other obligations imposed under this Agreement have been fulfilled by the Allottee to the complete satisfaction of the Company.

14. CONVEYANCE DEED AND STAMP DUTY

Subject to the Allottee fulfilling all its responsibilities stipulated herein and executing any other documents as required to be executed pursuant to this Agreement and making all payments under this Agreement including but not limited to:

- (i) All payments as set forth in **ANNEXURE-III** to this Agreement;
- (ii) Interest on delayed installments;
- (iii) Registration charges;
- (iv) Stamp duty;
- (v) Any other incidental charges or dues, required to be paid for due execution and registration of the Conveyance Deed;
- (vi) Holding Charges and/or any other charges, dues payable by the Allottee to the MSA/Company till the date of execution of the Conveyance Deed;
- (vii) All other dues, as set forth in this Agreement or as may become due to the Company from time to time with respect to the said Unit;

The Company shall prepare and execute a Conveyance Deed to convey the title of the said Unit in favour of the Allottee.

The Company shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Company. In the event that the execution of the Conveyance Deed is delayed for any reason whatsoever beyond the reasonable control of the Company, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges, before the execution of the Conveyance Deed.

The stamp duty, registration charges and any other incidental charges or dues,

required to be paid for the registration of the Conveyance Deed or any other documents pursuant to this Agreement, as well as the administrative/facilitation charges therefor as per the policy of the Company for facilitation of registration thereof shall be borne by the Allottee.

That in case the Allottee has taken any loan from any bank/financial institution for the said Unit then the allottee shall provide NOC from said bank/financial institution and the original transfer documents including the Conveyance Deed shall be directly handed over to the lending institution, if so required by them.

The allottee shall not delay the execution and registration of conveyance deed for any reason whatsoever.

15. CANCELLATION, NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT

- (i) The Allottee understands and agrees that this Agreement will have to be registered, if applicable, at the sole expense of the Allottee as per applicable law. The Allottee further understands and agrees that until the Conveyance Deed is executed, it shall not have any right to transfer/assign this Agreement in favour of any other person.
- (ii) Notwithstanding the above restriction, the Company may permit such assignment/transfer of this Agreement in favour of a nominee of the Allottee, on a case to case basis after registration of this agreement on receiving of the administrative and/or transfer charges in accordance with the Company's policy from time to time as well as the execution of appropriate collateral documentation by the Allottee and the proposed nominee(s)/assignee(s) /transferee(s), to the complete satisfaction of the Company and in the format finalized by the Company. Any change in the name registered as 'Allottee' (including, addition/deletion/substitution) will be deemed as assignment/transfer for this purpose except in case of death and other circumstances as approved by the company. In the event the Allottee has obtained finance/loan against the said Unit from any financial institution/bank, then a no objection certificate/letter (NOC) by such financial institution/bank shall also be submitted to the Company in a format approved by the Company, permitting/consenting to the requested assignment/transfer, by the Allottee. It is however made clear that the Allottee does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion for which rests with the Company and the Allottee agrees and consents that the Company is entitled to reject the requested

assignment/transfer of this Agreement without assigning any reasons, even though it may have done so in any other person's case previously or may do so subsequently. The first transfer shall be free upto a limited time period as per company policy.

- (iii) In the event that any such request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the government. The Allottee hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.) or any other adverse consequence whatsoever on account of such permission being accorded by the Company on the request of the Allottee.
- (iv) It is made clear to the Allottee that under no circumstances shall, the permission for assignment/transfer of its rights under this Agreement be granted to the Allottee, on any request made, either subsequent to the 'Notice of Possession' for the said Unit or after receipt of the complete Total Price/Sale Consideration with applicable taxes from the Allottee against the said Unit.
- (v) In the event of the assignment/transfer of the Allottee's rights under this Agreement in favour of any third person as its nominee(s), such nominee(s) shall in turn be bound by all the terms and conditions stipulated herein and the letter of Allotment or any other document executed in this respect by the Allottee as if the same had been executed by such nominee(s) itself.
- (vi) Any claims or disputes between the Allottee and its nominee(s) including those as a result of subsequent increase/decrease in the Super Area of the said Unit or its location will be settled between them and the Company will not be a party to the same. The Allottee further agrees that it shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment/transfer of the Agreement. In the event there are any executive instructions, governmental orders, or any statutory notification, which restricts the transfer/assignment of the said Agreement, the Company as well as the Allottee shall be bound to comply with such statutory notification, executive regulation or governmental orders as the case may be.
- (vii) In the unlikely event of Allottee's Unit post allotment by company getting somehow acquired by Government or any other Competent Authorities, the company shall not have any responsibility or liability to make any alternate allotment or to make any compensation. It is clearly understood by the Allottee that his/her/their only recourse would be to claim compensation from the Government for any part of the

said Unit that has vested in the Government without any claim to the Company.

- (viii) The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided hereinunder :
- (ix) Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the company, the company herein is entitled to forfeit the Earnest Money as mentioned above, Service Tax, Cess, VAT, GST, Development Charges, Commission paid to broker including taxes thereupon and interest component on delayed payment calculated at the rate mentioned hereinabove. The balance amount of money paid by the allottee shall be returned by the company to the allottee within 90 (ninety) days of such cancellation.

16. MAINTENANCE

- (i) The Allottee has been made aware that the maintenance of **70 Grandwalk** project and its infrastructure is critical to showcase and maintain the landmark status and exclusive appeal unique to **70 Grandwalk** project. The Allottee further understands and agrees that the maintenance services are being conceived, planned and installed by the Company keeping in mind the collective requirement for all the owners/occupants of **70 Grandwalk** project. Towards this end, the Allottee agrees and hereby undertakes to sign the Maintenance Agreement (the indicative draft copy whereof is annexed to this Agreement as **ANNEXURE-IV**) with the Company and the MSA to be identified and nominated by the Company. The terms and conditions in the draft Maintenance Agreement are merely indicative and the Company reserves its right to make suitable amendments therein, as may be deemed necessary by it in and the Allottee accepts the same and hereby gives its consent thereto. The Allottee shall be bound to make contributions to the **IFMSD** as and when any demand for this purpose is raised on it by the Company or the MSA.
- (ii) The Company may create and hand over to the MSA a sinking fund ("**Sinking Fund**") to be used in due course for the repairs and replacement of the capital equipments installed in **70 Grandwalk** project by collecting contributions from all allottees on proportional basis, as may be determined by the Company or the MSA.
- (iii) The Company has made a conscious choice to provide many customized and high end/value added services for the collective benefit of the owners of **70 Grandwalk** project, and these shall be installed and maintained at the shared cost of all the owners of **70 Grandwalk** project, which costs shall be included in the periodic bills

for the maintenance charges to be raised on the Allottee based on its share of the pro-rated Super Area. The Allottee understands and hereby specifically agrees to contribute its proportionate share therein, as determined by the MSA and as and when demanded by the Company or the MSA in accordance with the Maintenance Agreement.

- (iv) Some of the services proposed to be provided by the **MSA** for **70 Grandwalk** project may include maintenance of the common areas of the said project including equipments installed for the services, as well as the civic services like cleanliness and garbage collection. MSA may provide add on services at extra cost which **Allottee** has the option to accept or decline. It is however clarified that those specific services, as may fall in the domain of municipal services or other local authority, if any, shall be maintained by the MSA only until the same is taken over by the municipal or other local authorities.

The MSA alone shall have the sole authority to decide upon the necessity and timing of replacement, up-gradation, additions etc., of the capital equipments and infrastructure or the cost thereof and the Allottee agrees to abide by the same. The Company shall be under no obligation to carry out major repairs or replacement of equipments/installations if funds are not available in the IFMSD or these are not contributed by the Allottee whenever called for.

That the Allottee understands that the company is providing 03 (three) KVA power back up as opted by the Allottee. Additional power back may be provided to the Allottee on its request, subject to payment of additional charges as may be decided by the Company. All clauses of this Agreement pertaining to the said Unit including allotment, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the power back up.

- (v) The Allottee also understands that it will be liable to pay its proportionate share of the recurring maintenance charges, prorated in accordance with the Super Area, as determined by the **MSA** from time to time depending upon its costs of operations and the actual expenses incurred by it for maintenance of **70 Grandwalk** project along with a 20% markup thereon on account of service fee. It shall be mandatory for the Allottee to enter into the Maintenance Agreement, indicative format of which is set forth at **ANNEXURE-IV** hereto and the signing of which shall be a condition precedent for executing the Conveyance Deed of the said Unit in favour of the Allottee. Refusal to execute the Maintenance Agreement by the Allottee shall constitute a breach of this Agreement and shall entitle the Company to terminate

this Agreement in accordance herewith. The Allottee understands and agrees that the maintenance charges shall commence from the date of possession offered by the Company in the Notice of Possession or actual possession by the Allottee, whichever is earlier. By signing of this Agreement, the Allottee hereby also consents and agrees to abide by the terms and conditions of the proposed Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the MSA from time to time, whether or not there is actual usage by the Allottee of the services being rendered by the MSA.

- (vi) The Allottee understands and agrees that the MSA shall have a charge/lien on the said Unit for all its dues and other sums payable to it under the Maintenance Agreement and that the MSA shall be entitled to satisfy any outstanding claim on this account by seeking attachment and sale of the said Unit. The above condition shall survive the conveyance of the said Unit to the Allottee and the said condition/obligation shall attach with the said Unit within the meaning of Section 31 of the TP Act.
- (vii) The relationship between the Company and the MSA is on a principal-to-principal basis. The Company shall join in the execution of the Maintenance Agreement between the Allottee on the one hand and the MSA on the other, merely as proforma and confirming party thereto and they shall not be liable or responsible for any acts of commission or omission on the part of the MSA and/or any other third party vendors/contractors/agencies employed by the MSA for maintaining specific services in **70 Grandwalk** project whether arising from the Maintenance Agreement or otherwise. The responsibility of rendering the maintenance service under the Maintenance Agreement shall be of the MSA alone and the Allottee hereby waives off its right to initiate any civil or criminal proceedings in a court of law against the Company for any breach of the terms and covenants of the Maintenance Agreement or -for any act of negligence by the MSA.
- (viii) The Company and/or the MSA shall at all times have the right to adjust the unpaid maintenance -charges from the IFMSD and in such event, the Allottee hereby agrees and undertakes to replenish and keep the IFMSD topped up at all times, so as to keep the amount of the IFMSD equivalent to an amount to be calculated at the rate mentioned herein in this Agreement or such enhanced rate as determined by the MSA from time to time in accordance with the Maintenance Agreement.
- (ix) The Allottee shall permit the supervisors, agents of the Company or the MSA to enter into the said Unit at all reasonable times for the purpose of inspection or

repairing any part of the said Unit or for gaining access to the common services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc., for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition.

- (x) The Common Areas, common facilities and the undivided interest of each Unit owner in the Common Areas and facilities consistent with this Agreement shall be fixed and specified by the Company in its Declaration to be filed in compliance with the Apartment Act, which Declaration shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that its right, title and interest in Unit/Common Areas at **70 Grandwalk** project shall be limited thereto. It is made clear that the Company shall be the sole owner of the open spaces, unsold Units, parking spaces, and garden areas, roof/terraces areas (which are not exclusively reserved herein to the said Unit) etc., none of which have been included in the Super Area, and the Company shall be entitled to transfer or part with possession thereof or otherwise dispose of the same in any manner and the Allottee shall have no claim whatsoever therein.
- (xi) The Allottee shall not encroach upon or occupy any area or land outside its Unit boundaries or any common areas under any circumstances whatsoever and shall park its vehicle at a designated place only.
- (xii) The Allottee agrees and undertakes that it shall not modify any structure or raise any illegal construction in the said Unit nor encroach upon or occupy any area falling outside the said Unit. The said Unit can be used for any purpose including living, commercial purpose(s) as permissible under law or DGTCP, however, the Allottee shall not conduct any illegal or immoral activities from or in the said Unit. The Allottee further undertakes not to carry on any activity from and in the said Unit, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/occupants of the Project.
- (xiii) That the Allottee has specifically confirmed to the Company or MSA, as the case may be, that the allotment of the said Unit shall be subject to strict compliance of a code of conduct/house rules that may be determined by the company/MSA for occupation, use and enjoyment of the said Unit and such other conditions as the Company may deem fit from time to time, which may include but shall not be limited to usage of the Unit, operation hours of various Maintenance Services, general compliances for occupants of the Unit, regulation as to entry/exit of the visitors, invitees, guests, security, interiors fit-outs, etc. It is abundantly clarified that the code of conduct, as may be specified by the said association/society/Company is

always subject to change by the said association/society/Company.

17. HARYANA APARTMENT OWNERSHIP ACT, 1983

- (i) The Allottee hereby agrees and undertakes to become a member of the **RWA** as and when it would be formed by the Company on behalf of all the other area owners and to complete the documentation and fulfill its obligations as may be required under the Apartment Act promptly on being called upon by the Company and for this purpose such obligations and documentation may include inter alia amongst others the execution of Conveyance Deed of the said Unit, submission of the **RWA** Membership form, payment of subscription charges/fees, etc. The fulfillment of the compliances by the Allottee as agreed above or otherwise under the Apartment Act shall be, wherever possible, a precondition to be fulfilled before the execution of the Conveyance Deed for the said Unit in favour of the Allottee.
- (ii) The Allottee in its individual capacity as well as the prospective member of the RWA or any other association/collection of the owners whatsoever, in the **70 Grandwalk** project, hereby confirms and agrees that subject to section 22 of the Apartment Act in the event of redevelopment of the said Land at any time in future on account of any Force Majeure catastrophe or for any other reason(s) whatsoever, the Company shall be offered the right of first refusal for carrying out such redevelopment on the said Land. This Clause shall survive the conveyance of the said Unit to the Allottee and the said condition/obligation shall attach with the said Unit within the meaning of Section 31 of the TP Act.

18. MORTGAGE, FINANCE AND FIRST CHARGE

- (i) The Allottee understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Unit in favour of the Allottee. The Allottee clearly understands that the conveyance of the said Unit in favour of the Allottee is contingent on the payment of the complete Total Price/Sale Consideration with applicable taxes and all outstanding dues and also the due and faithful performance by the Allottee of all its obligations agreed and undertaken herein.
- (ii) The Allottee further agrees that in case the company creates mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who shall get the encumbrance free title and such mortgage(s) or

encumbrances shall not constitute an objection to the title of the said Unit or excuse the Allottee from completing the payment of the Sale Consideration of the said Unit or performing all the other obligations hereunder or be the basis of any claim against the Company.

19. ASSURED RETURN

The Company has agreed to pay assured return to the Allottee @ 12% per annum on an amount of **Rs. _____/- (Rupees _____ only)** paid excluding taxes and/or on more amount to be paid by Allottee to company towards Total Price with applicable taxes. The Assured Return shall be paid to Allottee on following terms and conditions:

- i) The Assured Return shall not be paid on applicable taxes paid and/or to be paid by allottee towards Total Price with applicable Taxes.
- ii) The Assured Return shall be given to allottee only from the date of receiving of payment in company account.
- iii) The Assured Return payment shall be subject to deduction of TDS.
- iv) The Assured Return shall be paid only till the date of 'Notice of Possession' for said unit.
- v) The allottee undertakes not to present the Assured Return PDCs in its bank for clearance after the date of 'Notice of Possession' and immediately return the remaining Assured Return PDCs to the Company.
- vi) The Assured Return is being paid at the request of the Allottee(s), and the Allottee acknowledge that the said amount is not in the form of any return on investment, but as an assurance towards timely Notice of Possession for said unit to the Allottee as per the terms of this Agreement. .
- vii) In case of termination of allotment/this buyer's agreement Allottee undertakes not to present the remaining Assured Return PDCs in its bank for clearance and immediately return said remaining Assured Return PDCs to the Company.

20. TIME IS OF ESSENCE: TERMINATION AND FORFEITURE OF EARNEST MONEY

- (i) Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement or exercise of any options wherever and whenever indicated herein this Agreement, including without limitation, its obligations to make timely payments of the Total Price/Sale Consideration, maintenance charges, taxes and other deposits and amounts, including any interest, in accordance with this Agreement shall be of essence under this Agreement. If the Allottee neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or acts in any manner contrary to any undertaking assured herein or fails to exercise the options offered by the Company within the stipulated period or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Allottee by respective due dates or in case of default by the Allottee, the Company shall be entitled to cancel the allotment and terminate this Agreement in the manner described hereunder.
- (ii) In case any failure or breach committed by the Allottee is incapable of rectification or is in the opinion of the Company unlikely to be rectified by the Allottee or where the Allottee is a repetitive defaulter or such failure or default is continuing despite the Allottee being given an opportunity to rectify the same, then this Agreement may be cancelled by the Company with immediate effect at its sole option by written notice ("**Notice of Termination**") to the Allottee intimating to the Allottee the decision of the Company to terminate the Agreement and the grounds on which such action has been taken.
- (iii) In all other cases not covered under this clause, the Company shall give to the Allottee a notice calling upon it to rectify the breach set out in the said notice within 30 days from the date of the said notice. In the event that the Allottee fails to establish to the satisfaction of the Company that the said breach has been rectified by it within the stipulated time, the Company may terminate this Agreement in the manner set out in this clause above and to the same effect.
- (iv) For the removal of doubts, it is clarified and the Allottee consents that the dispatch of the Notice of Termination by the Company would be deemed to sufficiently and by itself constitute termination of this Agreement and no further act on the part of the Company would be necessary for this purpose, notwithstanding the pendency of any consequential event or act of the Parties such as whether or not the refund cheque has been dispatched by the Company, or if dispatched, it has not been received by the Allottee or if received, whether such refund cheque remains

un-encashed by the Allottee. It is further clarified that immediately on dispatch of the Notice of Termination, the Company shall be entitled to re-allot the said Unit afresh to any other person and the Allottee hereby agrees and undertakes that it shall not object thereto. Furthermore, the Allottee agrees that it shall not seek any interim relief to this effect against the Company, as it acknowledges that its interest in the said Unit has expired with the Notice of Termination and what remains at best is a money dispute and the Allottee further acknowledges that the Company would suffer irreparable harm by being prevented from freely dealing with its valuable capital asset, which harm the Allottee agrees, cannot be quantified in monetary compensation/ damages alone.

- (v) The Allottee understands, agrees and consents that upon such termination, the Company shall be under no obligation save and except to refund the amounts already paid by the Allottee to the Company, without any interest, and after forfeiting and deducting the Earnest Money, Service Tax, Cess, VAT, GST, Development Charges, Commission paid to broker and any interest accrued on delayed installments and late payment charges. Upon termination of this Agreement by the Company, save for the right to refund, if any to the extent agreed hereinabove, the Allottee shall have no further right or claim against the Company which, if any, shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. The Company shall thenceforth be free to deal with the said Unit in any manner whatsoever in its sole and absolute discretion and in the event that the Allottee has taken possession of the said Unit, then the Company shall also be entitled to re-enter and resume possession of the said Unit and everything whatsoever contained therein and in such event, the Allottee and/or any other person/occupant of the said Unit shall immediately vacate the said Unit and otherwise be liable to immediate ejectment as an unlawful occupant / trespasser. This is without prejudice to any other rights available to the Company against the Allottee.
- (vi) The Company shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the sole opinion of the Company, (a) the allotment of the said Unit has been obtained through fraud, misrepresentation, misstatement or concealment / suppression of any material fact, **OR** (b) the Allottee has violated or violates any of the directions, rules and regulations framed by the Company or the MSA or by any regulatory or statutory body or competent authority, including the DGTCP, **OR** (c) if the Allottee by its conduct or actions renders undesirable the continuance of a relationship under this Agreement or acts contrary to the interests of the Company except in so far as

its actions are bonafide based on this Agreement and/or indulges in any activity, process or proceeding contrary to good faith or the spirit and essence of this relationship/Agreement. The condition contained in part (a) and (b) of this clause shall also apply to the conveyance of the said Unit and shall attach with the said Unit within the meaning of Section 31 of the TP Act.

21. GENERAL CLAUSES

- (i) The Allottee agrees that the Company shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/storeys with the existing electric, water, sanitary and drainage fittings of **70 Grandwalk** project. The Allottee further agrees and undertakes that it shall not, at any time whether before or after taking possession of the said Unit, have any right to object to the Company constructing or continuing with the construction of any other building(s) /structures in **70 Grandwalk** project or putting up additional floors to any of the existing towers/buildings in **70 Grandwalk** project or undertaking modification of any unsold Unit/units/areas therein. The Allottee further agrees that it shall not 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 **70 Grandwalk** project is not yet complete, or on any other ground whatsoever.
- (ii) The Allottee shall not be entitled to claim partition of its share out of the Common Areas as designated in the Declaration or otherwise in **70 Grandwalk** project at any point of time and the same shall always remain undivided and impartible.
- (iii) The Company shall carry out the internal development within **70 Grandwalk** project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the **70 Grandwalk** project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral, services are to be provided by the state government and/or the local authorities.
- (iv) In case the State Government/Competent Authority not been able to put in place the requisite infrastructure & installation for power connection/connectivity including Electric Substation (ESS) up to the said project and if the company has to construct infrastructure or put installation of such power connectivity like laying cable, wiring , ESS etc. up to the said Project, the Allottee undertakes to pay his/her pro-rata share towards the Capital Expenditure or such other expenses as may be incurred by the Company prior to or upon possession. Moreover, incase of the DGTCP or other

government authority in the future, assign to the Company or recover charges (informed orally or in writing by Govt. authority) or the cost of any development works which, though, may be a part of development charges, as may be undertaken by the Company, the same shall also be payable extra on pro rata basis by the Allottee as mentioned herein above.

- (v) In case the State Government/Competent Authority not been able to put in place the requisite infrastructure for treatment of sewerage/effluent/disposal and the company has to construct the sewerage/effluent treatment plant for treatment of effluent/garbage/disposable dedicated to the said Project, the Allottee undertakes to pay his/her pro-rata share towards the Capital Expenditure or such other expenses as may be incurred by the Company prior to or upon possession.

22. FORCE MAJEURE

The Company shall not be held responsible or liable in any manner for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented or delayed due to Force Majeure.

On the occurrence of any Force Majeure situation, the Company shall be entitled either for extension of time corresponding to continuance of the Force Majeure circumstances or offer an alternative Unit nearest in size or price structure as available at other location, subject to availability of the same. Proportionate Sale Consideration for such substitute Unit as prevailing on the date of booking shall be applicable in such a case. In the event such substitute alternate Unit is not available the Allottee shall be entitled to full refund of its paid up installments (excluding Service Tax, Cess, VAT, GST, Development Charges, commission paid to real estate agent including taxes thereupon, along with interest at the rate mentioned hereinabove paras). No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or then or shall be raised otherwise or in any other manner whatsoever by the Allottee.

If on account of Force Majeure, the Company decides in their sole discretion to abandon **70 Grandwalk** project, then in that event the Allottee hereby authorizes the Company to refund the amounts received from him/them with interest at the rate mentioned hereinabove (excluding Service Tax, Cess, VAT, GST, Development Charges, commission paid to real estate agent including taxes thereupon, along with interest at the rate mentioned hereinabove) and the Allottee hereby confirms that it shall not make any other claim on the Company whatsoever.

23. BINDING EFFECT

By just forwarding this Agreement to the Allottee by the company, does not create a binding obligation on the part of the company or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the allottee and the Company have an obligation to execute the agreement and also register the said agreement as per applicable law.

If the Allottee fails to execute and deliver to the company, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the company, then the company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deduction of earnest money and Service Tax, Cess, VAT, GST, Development Charges, commission paid to real estate agent including taxes thereupon, along with interest on delay payments at the rate mentioned hereinabove.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the area/ carpet area of the said unit bears to the total area/ carpet area of all the Unit in the Project.

25. COPIES OF THE AGREEMENT

The Allottee shall retain the original/registered/master copy of Agreement on which stamp duty has been affixed and Company shall retain the photocopy/duplicate of original/registered/master copy of Agreement for its record.

26. DUE DILIGENCE

It is hereby understood and agreed that upon signing of this Agreement, the

Allottee is deemed to have completed all due diligence as to the right, title and interest of the Company to develop and market the said Unit in **70 Grandwalk** project on the said Land and the **Allottee** confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Company to convey the said Unit.

The Allottee confirms and assures the Company that it has read and understood the Unit Act, Apartment Act and all other related applicable laws/acts/rules & regulations and the implications thereof in relation to this Agreement and the Allottee further confirms that it shall comply, as and when applicable and from time to time, with the provisions of the such acts/laws/rules & regulations or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Agreement.

27. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said unit. This agreement alone is the sole repository of the rights and obligations of the parties.

28. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said agreement.

29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the said unit and in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

30. WAIVER NOT A LIMITATION TO ENFORCE:

The Company may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottees.

Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

31. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32. ADDRESSES FOR COMMUNICATION AND NOTICES

The Allottee is getting its complete address for correspondence noted herein below at the time of executing this Agreement and all communication/notices /correspondence sent to the respective Parties on their below mentioned addresses by way of reputed courier or registered post, with acknowledgement due, shall be deemed to be validly served on them within 5 days from the date of dispatch or the actual date of receipt, whichever is earlier

In the case of the Company :M/S. Shine Buildcon Pvt. Ltd.

Corporate Office :
Plot No.281, UdyogVihar,
Phase –II, Gurugram, Haryana 122015

In the case of the Allottee : Mr. _____ S/o _____
R/o _____

It shall be the responsibility of the Allottee to inform the Company about subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Company, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Allottee within the 5 (five) days from the date of dispatch of such communication by courier or registered post or actual receipt of the such communication or letter whichever is earlier.

In case there are joint Allottee(s), all communication shall be sent by the Company to the Allottee whose name appears first in the memo of the parties hereinabove at the address given by it and such communication sent to the first named amongst the joint Allottee(s) shall for all intents and purposes be deemed to have been validly served on all the Allottee (s) and no separate communications shall be necessary to the other named Allottee(s).

In all communications to the Company, the reference to the said Unit identification number/address must be mentioned clearly.

33. INDEMNITY

With effect from the date of taking possession of the said Unit, the Allottee agrees to indemnify and to keep the Company and their assignees, nominees, including the MSA and their officers/employees as well as the other occupants/owners of **70 Grandwalk** project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any law for the time being in force or the stipulations applicable to the Allottee or the said Unit hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee.

34. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's Office at Gurugram after all the copies duly executed by the Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at Gurugram even if the Allottee has prior thereto executed this Agreement at any place(s) other than Gurugram.

35. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the unit/ apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

36. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State/India for the time being in force.

37. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions 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 the adjudicating officer appointed under the applicable RERA rules and Act.

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

FOR AND ON BEHALF OF
M/s. Shine Buildcon Pvt. Ltd.

(Authorized Signatory)

(ALLOTTEE)

(_____)

(_____)

WITNESSES:

1.

2.

ANNEXURE –I

SPECIFICATIONS

STRUCTURE

RCC Frame Structure with brick partition wall

FLOORING

GF Central Plaza
Common Toilets
Corridors / Passage
Retail Shops
Common Staircase

Pavers/ tiles
Vitrified / Ceramic Tiles
Vitrified / Ceramic Tiles
Bare Shell
Kota Stone

COMMON TOILETS

Dado
Sanitary Ware
Fittings
Other Fixtures

Vitrified / Ceramic Tiles up to 7ft height
White Sanitary ware of standard make
CP fittings of standard make
Mirrors

JOINERY

Shops Shutters

MS rolling shutters

SERVICES

Electrical Work
Power Backup

Copper wiring up to MCB (DB & DB dressings on client side)
3 KVA power mandatory for shops upto 400 sq.ft and
5 KVA mandatory for shops above 400 sq.ft. Extra load
can be subscribed subject to availability and prevailing
rates.

INTERNAL FINISHING

Walls	Plastered Walls
Corridors / Passage	Designer lift lobbies with granite / Vitrified tile cladding
Facade	Paint

EXTERNAL FINISHES

Weather proof paint

Notes:

- All plans, specifications, artistic renderings or elevations shown are only indicative and are subject to change as may be decided by the company or directed by competent authority in the best interest of the development of the said project.
- In order to provide reasonable architectural variations in the scheme, the architectural features may differ in different units.
- In order to maintain the aesthetic value of shopping area External facade will be as per rule laid by Company. Hence forth no external DG sets or cladding on external wall shall be permitted.
- Outdoor units of Air Conditioners have to be installed at designated niches only, subject to the approval from the company.
- To apply additional power backup customer has to inform the company in writing prior to offer of possession.
- Company reserves the right to get the building plans/specifications revised at any stage till completion of the project as per the prevailing government norms/HRERA Rules 2017/RERA Act 2016.
- Marble/granite being natural material has inherent characteristics of colour and grain variations. Utility.

Annexure- II

Tentative Floor Plan of the UnitNo._____, _____Floor

ANNEXURE – III

PAYMENT PLAN/SCHEDULE

S.No.	Description of Instalment	Instalment Amount of Total Price without Taxes	Applicable Taxes on instalment Amount of Total Price	Total Instalment Amount of Total Price with applicable Taxes
1	On Application for booking	Rs. _____	Rs. _____	Rs. _____
2	Within 60 days of booking	Rs. _____	Rs. _____	Rs. _____
3	At the time of offer of possession	Rs. _____	Rs. _____	Rs. _____
	Total Price	Rs. _____	Rs. _____	Rs. _____

The above cited applicable taxes on Instalment Amount has been calculated/ levied as per government notifications & rules for GST applicable from the date of booking of said unit to till the date of execution of this agreement. Further, in future, if Government revised/changed GST or levied any other tax, then the differential amount of applicable taxes on instalment amount and future taxes shall be paid by the allottee.

The stamp duty, registration fee, administrative charges and other miscellaneous charges for registration of this Buyer's Agreement and Conveyance Deed for said unit shall be over and above to the Instalment amount of Total Price without applicable taxes and Total Instalment Amount of Total Price with applicable taxes as mentioned above and shall be payable by allottee as per applicable rates at the time of registration of Buyer's Agreement and Conveyance Deed of said unit or as and when demanded by the Company.

ANNEXURE-IV

INDICATIVE DRAFT OF MAINTENANCE AGREEMENT

This Draft Tripartite Maintenance Agreement is tentative and the Company reserves the sole right to incorporate suitably amended/changed/modified terms and conditions in the at the time of execution of the Final Tripartite Maintenance Agreement.

Draft Tripartite Maintenance Agreement

This Maintenance Agreement ("**Agreement**") is made at Gurugram on _____ day of _____.

BETWEEN

M/s Shine Buildcon Pvt. Ltd., a company incorporated under the Companies Act 1956, having Registered Office at H-334, Ground Floor, New Rajinder Nagar, New Delhi and Corporate Office at Plot No.281, UdyogVihar, Phase-II, Gurugram, Haryana. (India) through its authorized signatory (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives and assigns) of the **FIRST PART;**

AND

M/s. Shine Buildcon Pvt. Ltd. or its nominated Maintenance Service Agency, a company incorporated under the Companies Act, 1956 and having its Registered Office at H-334, Ground Floor, New Rajinder Nagar, New Delhi and Corporate Office at 281, Phase-II, UdyogVihar, Gurugram, Haryana, (India) through its authorized signatories (hereinafter referred to as the "**MSA**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives, transferees and assigns) of the **SECOND PART;**

AND

(1) Mr.	_____	(Aadhaar	_____)	S/o	_____
R/o	_____				_____
(2) Mr.	_____	(Aadhaar	_____)	S/o	_____
R/o	_____				_____

In individual capacity and also as member of the proposed RWA in due course (hereinafter jointly and severally referred to as the **"Unit Buyer"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their/its heir, legal representatives, executors, administrators, transferees, successors-in-interest and permitted assigns) of the **THIRD PART**.

(The Company, MSA and Unit Buyer are hereinafter collectively referred to as the **"Parties"** and Individually as **"Party"**).

WHEREAS:

- A. The Company and its associates, having land admeasuring 2.893 acres approx. at Sector-70, Gurugram, Haryana have obtained a license from the Director General Town and Country Planning, Haryana (**"DGTCP"**) to develop thereon a commercial colony known as the "70 Grandwalk" comprising of Unit/retail and entertainment (hereinafter referred to as the said "Complex").
- B. After fully satisfying itself about the right, title and interests of the Company and its associate companies to develop the said Complex on the said land in accordance with the license granted by the DGTCP, the Unit Buyer had executed a **Buyer's Agreement** (hereinafter referred to as the **"Agreement"**) under which the Unit Buyer has agreed to purchase Unit No., Type, on Floor, having a Super Area of sq. ft., (sq. mtr.) or thereabouts approx. along with the exclusive right to use Parking Spaces in the said Complex (hereinafter referred to as the said **"Unit"**), on the terms and conditions set out in the said Buyer's Agreement.
- C. Under the Buyer's Agreement, the Unit Buyer has undertaken to sign a maintenance agreement and regularly pay the Maintenance Charges (defined hereinafter) as determined by the MSA in accordance with this Agreement and the Unit Buyer has further agreed therein that the continuing obligation to pay the Maintenance Charges in the manner determined herein shall constitute a condition of sale of the said Unit within the meaning of Section 31 of the Transfer of Property Act, 1882 (**"TP Act"**).
- D. The Unit Buyer is aware that the said Complex has installed in it many unprecedented features and further that the services provided therein target a distinct ambience so as to achieve a unique brand image for the said Complex, and for this purpose the maintenance and upkeep requires dedicated delivery with specialized know-how and training. Accordingly, the Company has identified, and the

Unit Buyer has finalized and reposed the responsibility for delivery of the Maintenance Services (as defined hereinafter) on the MSA on the terms and conditions contained in this Agreement.

- E. The Unit Buyer had also agreed in the Buyer's Agreement to deposit and keep deposited with the Company/MSA the Interest Free Maintenance Security Deposit ("**IFMSD**") at the rate of Rs.100/-Per sq. ft. of the Super Area of the said Unit.
- F. Keeping in mind that the collective participation of all the Unit buyers is necessary to enable the MSA to discharge its functions effectively in the larger interests of all the Unit buyers and . to efficiently maintain the said Complex as a signature landmark, and also having gone through and solemnly understood all its obligations herein, the Unit Buyer has agreed to execute this Agreement on the terms and conditions hereinafter recorded.

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

1. Interpretation

Unless the contrary is specified in this Agreement, all the words and phrases which have already been defined under the said Buyer's Agreement shall have the same meaning as ascribed to them therein. For the purposes of this Agreement, all plant and machinery of all types whether lifts, escalators, generator sets, electrification infrastructure like lamp posts, transmission cables etc, transformers, sub-stations, firefighting systems, sewerage treatment plants, effluent and water treatment systems, IT systems, hardware, software, conduits, pipes, wiring, including all systems, sub-systems, equipment, or devices whether mechanical or electro-mechanical or electrical or electronic or hydraulic or pneumatic, etc., and generally all equipment of any description whatsoever as may be used for the delivery of the Maintenance Services to the said Complex and the said Unit shall hereinafter collectively be referred to as the "**Equipment**".

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

The preliminary recitals are an integral part of this Agreement and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.

In accordance with internationally accepted conversion rates, the measure of 1 (one) square feet wherever used shall be equal to 0.09290304 square meter.

2. Duration

The MSA shall provide the Maintenance Services in the said Complex in accordance with the scope of the Maintenance Services as set out in Clause 3 hereinafter and the billing for the same shall commence from the date of possession notified in the Notice of Possession.

3. Scope of the Maintenance Services

Subject to the terms and conditions of this Agreement, the scope of the Maintenance Services by the MSA shall include maintenance of the Equipment and all the common facilities and shall include the following services in relation to the said Complex (hereinafter referred to as the "**Maintenance Services**").

- (i) Any service contract, including AMCs (Annual Maintenance Contracts) executed in favour of third party service providers for the operation, upkeep and maintenance of all Equipment or for rendering common areas services, or generally for delivery of any specific part of the Maintenance Services in the said Complex.
- (ii) The Company/MSA shall apply for permission for supply of electrical energy and the terms and conditions for grant of such permission, 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 MSA, at its sole discretion, or by any other company, nominee, agency to whom this work may be handed over by the MSA.
- (iii) Maintenance services relating to operation and maintenance of Common Areas, and other common facilities inside the building, basement, terraces, refuge areas, parking areas, walk ways, open areas etc.
- (iv) Open area maintenance services relating to operation and maintenance of open spaces within the said Complex, such as, maintenance of compound wall, landscaping, electrification of the common walk ways, path ways, water supply, sewerage, cleaning, sweeping, sanitation, garbage removal, roads, paths and other related services within the said Complex.

- (v) Operation, maintenance and upkeep of the Equipment and repairs and replacement of the Equipment.
- (vi) Operation and maintenance of the Parking Spaces in the basement or any other location or part in the said Complex.
- (vii) Hospitality services and security arrangements for the entire Complex.
- (viii) Insurance of all structure(s) and Equipment or any part thereof in the said Complex. However it is made clear that any such insurance shall not include the personal possessions, valuables, equipment, interior, fixtures and items within the said Unit. Unit Buyer shall be solely responsible for ensuring all such items at its own risk and cost and the Company and the MSA shall not be responsible for the same in any manner.
- (ix) Any other service or act as may be required to be done by the MSA, at its sole discretion for the better upkeep and maintenance of the services or areas in the said Complex.

It is clearly understood by the Parties that the internal maintenance of the Unit including the insurance of contents lying therein (other than which are specifically included in this Agreement) shall be the responsibility of the Unit Buyer.

In the interest of encouraging harmonious and beneficial usage of the said Complex by all the residents of the said Complex, the Unit Buyer hereby authorizes the MSA to frame/lay down from time to time appropriate "**House Rules**" (which shall include all modifications thereof as made by the MSA from time to time) to govern the use and occupation of the said Complex. The said Unit Buyer shall be bound to abide by the House Rules and also be subject to **all** the consequences for infringement thereof, as may be provided therein or elsewhere.

The Unit Buyer further authorizes the MSA to enforce the said House Rules and lay down, in consultation with the RWA or any alternative body claiming to represent the owners of the said Complex, appropriate fines/penalties for the non-observance/violation of the said House Rules or the terms and conditions of this Agreement. Refusal by a Unit buyer to pay any fine/penalty intimated to it by the **MSA** shall be treated as a default in the payment of the Maintenance Charges. It is however clarified that the MSA shall not be entitled to appropriate any part of the recoveries against such fines/penalties and all receipts against the same shall be

credited in full to the corpus of IFMSD.

4. Costing and Computation of the Maintenance Charges

The Unit Buyer is required to bear the cost of delivery of the Maintenance Services as outlined in Clause 3 hereinabove ("**Maintenance Charges**") and the same shall be calculated in the manner specified below and shall be payable by the Unit Buyer in accordance with the terms and conditions of this Agreement.

- (i) The Maintenance Charges shall also include the entire cost for supplying electrical energy to the whole Complex and cost of supplying power back up to the whole Complex.
- (ii) The Maintenance Charges shall also include the consumption charges for water supply and power back up which shall be measured separately and billed at a rate decided by the MSA and which may vary with time depending upon the cost of fuel, replacement of parts and maintenance/operational cost.
- (iii) The MSA shall be entitled to procure expertise from third parties or hire third party experts, wherever necessary, for effectively delivering the Maintenance Services in the said Complex and it shall further be entitled, at its sole discretion, to execute appropriate sub-contracts for this purpose as may be necessary from time to time and all such sub-contracts shall be binding on the Unit Buyer and all charges, fees or costs there for shall form part of the total maintenance expenses. The MSA shall ensure that all such sub-contracts awarded to third parties are transacted at arms length to the extent possible.
- (iv) All overhead expenses incurred by the MSA for delivery of the Maintenance Services in the said Complex, including salaries, wages, fees, reimbursements and benefits payable to the employees and administrative costs, shall be taken into account for computation of the Maintenance Charges.
- (v) Cost of insurance of entire building structure(s) and Equipment in the said Complex shall form part of Maintenance Charges.
- (vi) The final Maintenance Charges payable by the Unit Buyer shall, however, be determined in accordance with the formula provided hereinafter. Accounts of the MSA in respect of Maintenance Charges shall be settled for each Accounting Year as per the said formula and/or at as such periodic intervals as may be decided by the

MSA subject to applicable laws.

- (vii) The MSA shall have the right to increase, revise or modify charges of any service(s) to ensure quality maintenance. The billing, in respect of the components of the Maintenance Charges to be billed in advance as envisaged in Clause 6, shall be done on projected usage, subject to reconciliation and audit in terms of Clause 6(ii) hereof and in respect of electricity charges and water charges shall be done in arrears, and on the basis of actual consumption as envisaged in Clause 6, except to the extent provided to the contrary in Clause 6.
- (viii) That the Maintenance Charges to be billed by the MSA are exclusive of service tax or any other taxes/cess etc., and the Unit Buyer shall be liable to pay all such taxes/cess.
- (ix) Calculation of the Maintenance Charges payable by the Unit Buyer shall be done in the following manner:

(A) The aggregate Maintenance Charges incurred for delivery of the Maintenance Services in the said Complex at actual plus 20% mark up.

Add (B) Total cost of electrical energy as per the bill paid to Dakshin Haryana Bijli Vitran Nigam ("DHBVN") by the MSA in respect of the said Complex and the cost of operation and maintenance of DG sets including fuel.

Less (C) Total receivables by the MSA from the Unit Buyer in respect of the individual electricity bills raised on the Unit buyers for consumption of electrical energy inside the Unit in accordance with their meter reading every month.

A+B-C

Maintenance Charges per sq.ft. = -----
Total Super Areas of the Complex

Maintenance Charges for Unit = Maintenance Charges per sq. ft. x super area of Unit.

5. Supply of electrical energy

- (i) The MSA shall apply for permission from DHBVN or any other licensing and/or relevant regulatory authority for permission to receive bulk supply of electric energy and to distribute it in the said Complex to all the owners. The MSA intends to

undertake the responsibility of receiving bulk supply of energy from DHBVN or any other licensing authority and to supplement it by generation through standby DG sets and to distribute the electricity to the various occupants of the said Complex. The MSA shall supply electrical energy as part of its Maintenance Services and not as a separate function. The right of the Unit Buyer to receive the supply of electrical energy shall be subject to payment of the Maintenance Charges billed by the MSA and performance of all covenants of this Agreement. If the Maintenance Charges are not paid regularly by the Unit Buyer, it shall not have any right to avail the Maintenance Services including the supply of electrical energy being provided by the MSA.

- (ii) The electricity for the said Complex shall be supplied through 11 KV connection provided by DHBVN for further distribution to the said Complex and the Unit Buyer hereby undertakes to pay the minimum demand charges, as imposed by DHBVN for the total demand load of the said Unit, as may be determined by MSA (the "**Minimum Charge**") even in the event that the energy charges utilized by the Unit Buyer are less than such Minimum Charge. The maximum demand load for each type of Unit in the said Complex shall be as per **ANNEXURE-A** to this Agreement. The said demand load shall not be increased beyond the load indicated in **ANNEXURE-A**.
- (iii) The MSA shall bill for the consumption of electrical energy inside the said Unit based on the number of units consumed as indicated by the meter(s) provided by the MSA and at a rate to be determined from time to time in accordance with the guidelines of DHBVN or Government regulations as may be applicable. The bill shall also include the meter hire charges and a minimum demand charge if the consumption falls below the minimum demand as per the applicable tariff schedule. It is made clear and the said Unit Buyer agrees that the MSA shall have the sole authority to make changes in the tariff schedule and any such changes adopted by the MSA shall be binding on the said Unit Buyer from the date thereof. The consumption of electrical energy as indicated above shall be billed along with the bill for the Maintenance Charges. In case of non-availability of power from the concerned power distribution company, the power supply will be provided through standby/captive generator sets, the consumption of which shall be measured separately and billed at a rate to be decided by the MSA and which may vary with time depending upon the cost of fuel replacement of parts and maintenance/operational cost.
- (iv) The Unit Buyer hereby agrees and undertakes to receive the electricity supply from the MSA alone and not to apply to any other distributing/ regulating/licensing agency/authority for direct individual supply of electric power to the said Unit.

- (v) The MSA has taken electrical load from power supplying agencies for running the said Complex on the basis of bulk supply of electrical load for which it has deposited interest free security deposit for obtaining such load. The Unit Buyer of the Unit shall pay an interest free security deposit at the stipulated rate per KW load assigned/allocated to the said Unit at the time of signing of this Agreement, which shall be distinct from and in addition to the IFMSD.

6. Billing and Payment

- (i) Bills for the Maintenance Charges shall be raised on the Unit Buyer by the MSA on monthly basis in advance as determined by the MSA (hereinafter referred to as the "**Bill**" or "**Bills**" as the case may be). For avoidance of any doubt, it is hereby clarified that the charges for consumption of electrical energy including the power supplied through the DG sets and water in the said Unit will be charged on the basis of actual consumption, which shall form part of the advance Bill for the month following the end of the month in which such electricity and water have been consumed by the Unit Buyer. This shall not however prejudice the right of the MSA to bill the charges for such electricity and water consumption in a Unit in advance based on projections and such advance billing of the electricity and water shall be subject to regular audit as contemplated under this Agreement as applicable to other Maintenance Charges.
- (ii) Subject to Clause 6(i), the Bill for the Maintenance Charges shall be based on projections and subsequently be reconciled against the actual consumption/ expenditure and/or Maintenance Charges for each calculated in accordance with the provisions of Clause 4(ix) hereof. At the end of each financial year, the MSA shall get its accounts audited and the expenses incurred would form basis of the estimates for billing in the subsequent financial year. In case, there is any deficit, the same shall be recovered proportionately for each Unit buyer in the subsequent Bills and in case of excess, the same shall be adjusted in subsequent Bills. The said adjustment against the actual consumption/expenditure shall be done periodically for each financial year or on such running periodic basis as may be adopted by the MSA at its sole discretion.
- (iii) The Bill to be raised on the Unit Buyer shall contain the separate details i.e. for the Maintenance Charges, electricity supply charges, power back-up (power supplied through DG sets) and any other item for which payment may be due. The Unit Buyer shall pay the full Bill without any deductions. Non-payment or part payment of any Bill within 15 days from the due date shall be treated as a default under this

Agreement even if partial payment is accepted by the MSA and the Unit Buyer shall remain in default until such unpaid amounts are tendered along with interest at the rate of 15% p.a. for the period of default.

- (iv) Payments shall be made through local crossed cheque or demand draft only, drawn in favour of "M/s. Shine Buildcon Pvt. Ltd. or its nominated Maintenance Service Agency" and payable at credit against all such cheques/drafts shall be subject to realization.
- (v) In case any cheque is dishonored or returned for any reason whatsoever, the Unit Buyer shall, in addition to the amount of the dishonored cheque, also be liable to pay the bank charges and such costs and interest as may be intimated to it by the MSA, without prejudice to the right of the MSA/Company to avail any other remedy or take any other action as may be permissible or advised under law.
- (vi) The payment of Bills shall not be withheld or delayed even if there is any difference or dispute. All deficiencies/ excess charges in such Bills shall be subject to reconciliation at the time of audit of MSA's accounts as referred to Clause 6.2. Any difference or dispute regarding accuracy of a Bill shall be settled either through discussion with the MSA, or if unresolved, then through Arbitration in accordance with this Agreement. However, existence of any such dispute shall not exempt the Unit Buyer from withholding the payment of the Bill(s), notwithstanding any such dispute, or for any other reason whatsoever; the Unit Buyer shall be liable to make the timely payment of the full amount of the Bill.
- (vii) Without prejudice to the right of the MSA to charge interest for the period of delay and notwithstanding partial payment by the Unit Buyer or inclusion of the unpaid charges in the subsequent Bills sent by the MSA, each Bill against which any amount is due, shall be deemed, after every due date of payment, to be a notice for discontinuation of the Maintenance Services, electric supply, water supply and power back-up after expiry of fifteen (15) days of the due date mentioned in the Bill. Failure to discontinue such services beyond expiry of fifteen (15) days from the due date shall not be deemed to constitute waiver of the right of MSA to do so and the electric supply, water supply and the Maintenance Services to the said Unit may be disconnected/discontinued by the MSA at any time thereafter in its sole discretion and without any further notice to the Unit Buyer in this regard. The supply shall not be restored to the said Unit, unless and until the outstanding amount together with interest at the rate of 15% p.a for the period of delay and reconnection charges as fixed by the MSA, have been paid. Furthermore, the Company and the MSA shall

have first charge on the said Unit for payments of their respective dues. In case any Bill remains unpaid beyond a period of six months from the due date of payment, the MSA shall be at liberty to recover its dues through a Court of competent jurisdiction by way of attachment or sale of the said Unit or in any other manner as advised under law,

7. Right to use the Maintenance Services subject to payment of the Maintenance Charges and Bill(s)

The Unit Buyer hereby agrees and acknowledges that its right to use the common facilities, including the supply of electrical energy, water supply and to avail any other Maintenance Services shall be subject to regular and prompt payment of the Maintenance Charges billed by the MSA. The Unit Buyer further agrees that if the Bill for the Maintenance Charges or any part thereof are not paid regularly, the MSA shall be entitled to discontinue Maintenance Services, electricity supply, water supply to the said Unit.

8. Limited Liability of the MSA and the Company

- (i) It is made clear to the Unit Buyer that the delivery of the Maintenance Services may be done through various third party vendors under separate agreements or contracts to be entered into with them by the MSA. However, the Unit Buyer hereby acknowledges and agrees that the MSA's responsibility in this regard shall be Limited only to the extent of general supervision of the work of these vendors and to ensure that services rendered by such vendors is in conformity with the agreements or contracts executed with them. In case the performance of any such vendor is not as agreed, the MSA shall replace such vendor and/or take such other action as is necessary under the circumstances. The MSA disclaims all liabilities whatsoever arising from the acts of omission, commission, negligence or defaults of the said third party vendors/agencies in relation to Maintenance Services and the Unit Buyer hereby indemnifies the MSA/Company accordingly. Similarly, the MSA's role and responsibility for the supply of electrical energy from DHBVN to the Unit Buyer shall be limited to receiving the supply of electrical energy from DHBVN in bulk and to distribute the energy to the Unit Buyer as made available from DHBVN.
- (ii) The Company and MSA shall in no case be responsible for any fire, structural or any other kind of hazard originating from or caused by any electrical devices or Equipment installed in the said Complex by the MSA, in case such fire or other hazard has arisen due to lapse, default or negligence of the Unit Buyer or other Unit

buyers of the said Complex. Such fire or other hazards shall not create any kind of legal or financial liability on the Company or MSA and the Unit Buyer agrees to keep the MSA and the Company indemnified and harmless against any loss or damage that may be caused to it or the structures and Equipment in the said Complex in case such fire or hazard has arisen due to lapse, default or negligence of the Unit Buyer. The Unit Buyer shall make its best efforts to ensure that all electrical systems and any other work done by it in the said Unit does not pose any fire or other hazard in the said Unit or other properties in the said Complex and the Unit Buyer shall be solely liable for all legal and financial consequences arising from any such fire or other hazard.

- (iii) The Unit Buyer shall also indemnify the MSA and the Company for all damages, losses, costs or breakage caused by it or its staff, agents, visitors, etc., to the structures or Equipment or to any property belonging to the MSA/Company or any other Person in the said Complex. The Unit Buyer shall forthwith reimburse all costs incurred for the replacement, rectification etc., of such damage, as and when demanded by the MSA/Company or the owner of such property in the subsequent Bills to the Unit Buyer or separately.

9. General

- (i) The MSA shall, during the subsistence of the Agreement attend, in an expeditious manner, carry out all major repairs to the said Complex at all time and, if required, paint the external areas of the said Complex. The MSA shall be responsible for and promptly carry out structural, foundation and/or exterior wall repairs, including but not limited to repairs relating to leakage of roof, bursting of water pipes, breakdown in the sewerage system or breakdown of Equipment or any other such breakdown as may occur in the said Complex provided that in case the same is caused due to the negligence or any misuse by the Unit Buyer, the MSA shall carry out such repairs at the cost of the Unit Buyer.
- (ii) That the insurance of the bare shell structure containing the said Unit and other buildings and the Equipment installed in the said Complex is the collective responsibility of the all the buyers. However, for convenience, the MSA shall take out an Insurance Policy for the above buildings and the Equipment against all risks including, irresistible force, fire, riot, lightning, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion and such other risks, on behalf of all the buyers. If this is done by the MSA, then all premium and outgoings therefor will form part of the maintenance charges /expenses which will

be billed once in a year. As such, the Unit Buyer hereby undertakes not to lodge any claim or take recourse to any action against the MSA or the Company nor will the latter be liable for the same on any account or in any manner whatsoever. The Unit Buyer shall not do or permit to be done any act or thing which may render void or voidable the insurance cover of any building or any part of the said building or the Equipment or cause increased premium to be payable in respect thereof.

- (iii) The Unit Buyer shall permit the supervisors or agents of the MSA (whether with or without workmen) to enter into the said Unit at all reasonable times for the purpose of inspection or repairing any part of the said Unit and/or for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all the Equipment and common services as are accessible in or through the said Unit. It is further agreed that in case of any emergency the Company/MSA shall have unrestricted access to the said Unit.
- (iv) The Unit Buyer hereby undertakes and agrees to follow the fit out guidelines provided by the Company/MSA. It is further agreed by the Unit Buyer that the kitchen waste shall not be connected to the drainage system under any circumstances.

That it is clearly understood and agreed by and between the Parties hereto that all the terms and conditions contained herein and the obligations arising hereunder in respect of the obligation to pay the Maintenance Charges for the said Unit, shall equally be applicable and enforceable against all subsequent purchasers/transferees (of whole or part of the interests in the said Unit) of the said Unit and the said obligations attach along with the said Unit for all intents and purposes.

- (v) Carrying of goods in the lifts shall be prohibited except in accordance with the house policy or rules made in this regard by the MSA and shall be subject in every event to the giving of advance intimation to and obtaining approval from an officer as may be nominated by the MSA.
- (vi) The Unit Buyer must seek the prior permission of the MSA and also any statutory or law enforcing Authority, wherever applicable, for hosting any social function, show, event etc., which permission may be granted by the MSA on its own behalf and without prejudice to any other statutory clearance as may be required, subject to internal clearance on security and other issues and also on such conditions and on payment of such charges as may be determined or fixed by the MSA for this purpose. The decision of the MSA, in this regard, shall be final and binding on the Unit Buyer.

- (vii) The Unit Buyer agrees and undertakes to pay any increase in third party charges levied on the said Complex like increase in EDC, IDC or any fresh incidence of any tax, levy, fees, charges, statutory dues or cess whatsoever including Value Added Tax (VAT), G.S.T., Service Tax, etc., even if it is retrospective in effect, as may be billed by the MSA for the recovery thereof. It is clarified that all payment under this Clause shall be charged in the Bill for the Maintenance Charges raised on the Unit Buyer and non-payment of any part thereof shall be deemed a default in the payment of the Maintenance Charges notwithstanding the fact that such payment may have been payable/paid on behalf of/ by the Company instead of the MSA.
- (viii) Any special services beyond the scope of the Maintenance Services, as may be requested by the Unit Buyer or a specific group of them may be provided at the sole discretion of the MSA upon such rates or charges as decided by the MSA. The decision of the MSA in this regard shall be final. Billing for such services wherever provided, shall be done along with the billing for the Maintenance Charges and non-payment of any part thereof shall be deemed to be a default in the payment of the Maintenance Charges.
- (ix) The MSA will have the right, power and authority to frame and recast from time to time the house policy or other rules, regulations and policies to govern the use of the said Complex by all Unit buyers/tenants/occupants and users of the said Complex, which House Rules shall be strictly observed and adhered to by the Unit Buyer. The MSA shall also take into consideration any suggestions made by the General Body of the RWA in this regard.
- (x) This Agreement shall be executed in 3 counterparts; one copy each shall be retained by the Company, the MSA and the Unit Buyer. Each of the counterpart individually shall be deemed to be the original and all the counterparts whereof shall constitute one and the same transaction.
- (xi) All notices, communications or letters from the MSA or the Company to the Unit Buyer shall be deemed to be sufficiently served if these are sent by registered post or courier or by hand to the said Unit or are affixed on the notice board or affixed on the door of the said Unit. Any communication or letter to be sent by the Unit Buyer to the MSA or the Company shall be deemed to be sufficiently served by the Unit Buyer if these are sent by registered post or courier at the address of the MSA or the Company, as the case may be, given in the memorandum of parties above. In the case of the MSA, such communication or letter shall also be deemed to be

sufficiently served if delivered by hand at the office of the MSA in the said Complex after receiving due acknowledgement of the receipt thereof.

- (xii) The MSA shall not be held responsible or liable for not performing its obligations under this Agreement due to the Force Majeure conditions or for reasons beyond the control of the MSA.
- (xiii) The Unit Buyer understands and agrees that the MSA shall have a charge/lien on the said Unit for all its dues and other sums payable to it under the Maintenance Agreement and that the MSA shall be entitled to satisfy any outstanding claim on this account by seeking attachment and sale of the said Unit.
- (xiv) The relationship between the Company, the MSA and the Unit Buyer is on a principal-to-principal basis. The parties hereby agree and acknowledge that the Company is only a proforma and/or confirming party to this Agreement and it shall not be liable or responsible for any acts of commission or omission on the part of the MSA and/or any other agencies employed by the MSA for providing Maintenance Services in the said Complex, whether in relation to the Agreement or otherwise. This Agreement shall be enforceable by the Unit Buyer against the MSA only and the Unit Buyer hereby waives its right to any civil or criminal proceedings in a court of law against the Company or its officials for any breach of the terms and covenants of this Agreement or for any act of negligence by the MSA.
- (xv) The Unit Buyer shall also keep deposited with the Company/MSA the IFMSD at the rate of Rs. 100/- per sq. ft. of Super Area of the said Unit and to pay the Maintenance Charges to be decided by the MSA. The MSA shall be entitled to enhance the Maintenance Charges and IFMSD amount from time to time at its sole discretion on account of cost escalation, inflation and other relevant factors. The Unit Buyer shall be bound to make such further contributions to the IFMSD as and when any demand for this purpose is raised on it by the Company or the MSA.
- (xvi) The MSA alone have the sole authority to decide upon the necessity and timing for replacement, up gradation or reconfiguration of the infrastructure and Equipment or the sourcing thereof and the Unit Buyer agrees to abide by the same. The MSA may create a Sinking Fund to be used in due course towards cost for replacement, up-gradation or reconfiguration of the infrastructure and Equipment by collecting contributions from all the buyers on such prorated basis, as may be determined by the MSA or the Company. The MSA shall however be under no obligation to carry out major repairs or replacement of Equipment if funds are not available in the

Sinking Fund or these are not contributed by the Unit Buyer whenever called for.

- (xvii) The Unit Buyer undertakes and agrees that in case of default in payment of the Maintenance Charges, the MSA shall be entitled, though not obliged, to adjust the unpaid Maintenance Charges from the contribution made by the Unit Buyer to the IFMSD. Adjustment of the unpaid amount of the Maintenance Charges against the IFMSD contribution of the Unit Buyer shall be without prejudice to the right of the MSA to discontinue the provisions of services in accordance with Clause 6.7 or to take such further action as permissible under this Agreement or as advised under the law.
- (xviii) The Unit Buyer shall be bound to pay the Maintenance Charges even in the event that such Unit is lying unused or closed or vacant after the date of possession notified in the Notice of Possession.
- (xix) The Equipments installed in the said Complex shall be handled only by the MSA and/or the Company.
- (xx) The security of the said Complex shall comprise of general security of the said Complex and for this purpose, the MSA shall be entitled to regulate the entry of the people in the said Complex. For the purposes of clarity, security of the said Complex does not include the men, material belongings, etc., within the said Unit, which shall solely be the responsibility of the Unit Buyer.
- (xxi) In order to preserve the character of the said Complex and for the proper rendering of Maintenance Services, provided or to be provided hereafter, the Unit Buyer agrees, undertakes and covenants with the MSA as under:
- (xxii) The said Unit shall be used for the permitted purpose only.
- (xxiii) No obnoxious, unlawful or offensive activities shall be carried out in the said Complex or the said Unit, which may become a source of annoyance or nuisance to the neighborhood.
- (xxiv) No advertisement of any kind shall be displayed, exhibited or erected on or upon any portion of the said Complex including the said Unit, without the prior permission of the MSA.
- (xxv) No animal shall be kept in any part of the said Complex or the said Unit.
- (xxvi) No space/ open space of the said Unit or the said Complex or the common areas thereof shall be used as dumping ground for rubbish or for any type of waste.

- (xxvii) The Unit Buyer shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the building/Complex. Any violation of this Clause shall entitle the Company or the MSA to enter into the said Unit wherever necessary and reverse such violation at the cost of the Unit Buyer.
- (xxviii) No vehicle shall be parked in the non-parking areas. The vehicles shall be parked only in the respective parking spaces allotted/ reserved for the said Unit or in the designated parking zone. The Unit Buyer shall inform the details and number of the vehicle(s) to the MSA. Only those vehicle(s) shall be permitted to enter the said Complex to which parking stickers have been allotted by the MSA. In case of the vehicle of any guest of any Unit buyer, subject to availability of space in the parking area, such guest shall be issued an entry pass for the vehicle, which has to be returned at the entrance on the departure of the guest.
- (xxix) No additions/alterations shall be made in the said Unit save as required by relevant bye-laws, rules, regulation or order of a competent local authority.
- (xxx) All the lights/ power points shall conform to the permitted/ sanctioned electric load.
- (xxxi) Water pipe lines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ distributed without the prior written approval of the MSA.
- (xxxii) The Unit Buyer shall give details of all contractors and labour/ work force employed by them for carrying out any work in the respective Unit and the same needs to be conveyed to the MSA at least forty-eight hours prior to commencement of such work.
- (xxxiii) That it is further agreed that in case any of the acts of omission or commission of the Unit Buyer or Its relatives, visitors, agents or employees constitutes any offence, the MSA may report the matter to the concerned regulatory authority.
- (xxxiv) That the Parties shall be bound to observe and comply with the provisions of all the laws as applicable to the said Complex.
- (xxxv) It is understood by the Parties that the scope of Maintenance Services, as provided herein, may be expanded by the MSA as deemed fit by the MSA or as required under any applicable law, and the Unit Buyer shall be required to pay proportionate additional amount so as to meet any additional expenses incurred by the MSA in this regard.
- (xxxvi) The Unit Buyer shall be responsible for compliance of all the applicable laws and liable for any offences which may be committed by it, including cases of theft/pilferage of electrical energy.
- (xxxvii) There shall be no waiver of the rights available herein to the Company, or the MSA. Any delay or failure by them to exercise, any right, remedy, power and privilege

under this Agreement shall not constitute a waiver of such right or remedy by them or a waiver of any other or previous rights or remedies by them or of their right thereafter to enforce each and every provision hereof.

(xxxviii) If any provision of this Agreement shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted to the extent necessary to conform to the applicable laws and to retain the original understanding between the parties to the extent possible, and the remaining terms and conditions of this Agreement shall continue to remain valid and enforceable.

(xxxix) All remedies available to the MSA or the Company hereunder for recovery of its dues from the Unit Buyer under this Agreement shall be cumulative and without prejudice to the other remedies that may be available to the MSA and the Company under any applicable law.

10. Arbitration

In the event that the Parties fail to resolve any dispute by mutual discussion, any difference or dispute that may arise between the Parties in respect of any matter arising out of or in connection with this Agreement, including but not limited to disputes concerning accuracy of bills, supply of services or interpretation of any of the terms and conditions, shall be referred to the arbitration by a sole arbitrator to be appointed by the MSA. The Unit Buyer hereby confirms that it shall have no objection to the appointment of such sole arbitrator, even if the person so appointed, is an employee or advocate of the MSA/Company or is otherwise connected to the MSA/Company and the Unit Buyer hereby accepts and agrees that this alone shall not constitute a ground for challenge to the independence or impartiality of the said sole arbitrator to conduct the arbitration. The decision of the sole arbitrator shall be final and binding on the parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the arbitration proceedings shall be held at the MSA's office or at a location designated by the said sole arbitrator in Gurugram. The language of the arbitration proceedings and the award shall be English. The MSA and the Unit Buyer will share the fees of the arbitrator in equal proportion. Reference to and pendency of arbitration shall be without prejudice to the right of the MSA to effect recovery of its dues under this Agreement and obligation of the Unit Buyer to make payment of such dues.

11. **Applicable Law and Jurisdiction**

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India Subject to the Arbitration Clause, the Civil Courts at Gurugram and Punjab & Haryana High Court at Chandigarh alone shall have jurisdiction in all matters arising out of and/or concerning this Agreement.

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

Company

MSA

Unit Buyer

WITNESSES:

1.

2.

Company

Allottee(s)