

**BUYER'S AGREEMENT FOR SHOP/OFFICE'S**

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and sign Across  
its face.

**Allottee No.1**

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

Company

Allottee(s)

## AMONGST

**M/s. Monika Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, having its Registered Office at H-334, Ground Floor, New Rajinder Nagar, New Delhi 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) of the **FIRST PART**;

**And**

Mr. \_\_\_\_\_ 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 its successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **SECOND PART**;

(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 Khasta No. 1701/1/2/2 (0-17-12) situated in revenue estate of village Wazirabad and Khasra No. 19/1/2 (3-3-0), 18/1/1 (0-1-2), 19/2/1 (0-13-18), 19/2/2/1 (0-7-2) situated in revenue estate of village Hyderpur Viran, Tehsil & Distt-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 Shops/Offices, food court & restaurant 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 5 of 2001 and 115 of 2004 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").

- (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 **"Tapasya One"** (hereinafter referred to as **"Tapasya One"** project). **Tapasya One** project shall contain following components, (i) **Shops** (ii) **Offices** (iii) **food court/restaurant**.
- (E) 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 **Tapasya One** 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.
- (F) The Company has clarified to the Allottee that the proposed Layout Plan of **Tapasya One** project contains certain other developments including food court and restaurant besides the Shop/Office, but however this Agreement is confined to and limited in its scope only to the sale of Shop/Office in **Tapasya One** project.
- (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 **Tapasya One** 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 allotment of **Shop/Office No. / Unit No.** \_\_\_\_\_ on \_\_\_\_\_, having a Super Area of \_\_\_\_\_ sq.ft. (\_\_\_\_\_ sq.mtr) along with 1 (one) no. right to use car park space, if opted by the Allottee at the time of booking, which shall form an indivisible part thereof (hereinafter collectively referred to as the **"Shop/Office/Unit"**). It is clarified herein that in case the Allottee/owner(s) does not opt for car parking space at the time of booking of said Shop/Office or execution of this agreement, the Allottee shall have no rights, claims or interest whatsoever in any parking spaces in the subject Project. However, if in future, Allottee opts for parking space then, Company may allot the same at applicable charges subject to availability at the sole discretion of the Company and terms & conditions of this agreement pertaining to car parking space shall also without any further communication/agreement apply upon Allottee in case

of any such allotment by the Company. It is further agreed herein by the Allottee that in case Allottee opts for car parking space, all the terms & conditions pertaining to car parking space as mentioned in this agreement shall be applicable on the Allottee and in case, the Allottee does not opt for parking space then, all the terms & conditions pertaining to parking space as mentioned in this agreement shall be modified accordingly. The Shop/Office shall be in unfurnished condition and constructed in accordance with the specifications enumerated in ANNEXURE- I hereto.

- (H) The Allottee has been made aware that the Company is still in the process of developing **Tapasya One** project on the said Land, and in pursuance thereof it is understood and agreed by the Allottee that the location, layout, size or dimension of said Shop/Office including its Specific Area are tentative and subject to change and may, at the sole discretion of the Company, be modified or revised or changed from time to time during the course of its completion and till grant of the Occupation Certificate.
- (I) It is further clarified that the term Super Area of the said Shop/Office (which includes loading of certain immeasurable components) is used herein as an artificial device, only for the purpose of computing the consideration for the said Shop/Office. The Allottee understands consents and agrees that the transfer pursuant to this Agreement will only be the Specific Area of the said Shop/Office.
- (J) It is specifically clarified by the Company and accepted by the Allottee that the present tentative Floor Plan of the Shop/Office as depicted in the Floor Plan, annexed herewith as ANNEXURE-II and its Super Area which forms the basis for calculation of the Sale Consideration under this Agreement, is subject to change until the construction of **Tapasya One** project is complete in all respects and the competent authority issues the Occupation Certificate under the Act in respect to the relevant/concerned area/tower where the Shop/Office is located.
- (K) The Allottee is aware that the said Shop/Office derives its landmark image and exclusive status from the unique value added services/amenities being installed in **Tapasya One** project by the Company supported by consistently excellent standards of maintenance thereof and as such, the proper up-keep and maintenance thereof is an inseparable aspect of such image and appeal. Towards this end, the Allottee is willing to execute the Maintenance Agreement for **Tapasya One** project with the Maintenance Service Agency ("MSA") as may be identified and designated by the Company, in the format prescribed by this Agreement.
- (L) The Allottee acknowledges that the Company has readily provided complete information and clarifications as required by the Allottee, however 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 Shop/Office 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 Shop/Office 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.

- (M) 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.
- (N) The Allottee has confirmed to the Company that it is entering into this Agreement with full knowledge of all the laws, by-laws, rules, regulations, notifications, as may be applicable to **Tapasya One** project as well as the said Shop/Office and that it has clearly read and understood the rights and obligations of the Company, as well as all its rights, duties, responsibilities and obligations under each and every clauses of this Agreement.
- (O) 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.
- (P) 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 Shop/Office, 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 Shop/Office to the Allottee.
- (Q) The Company, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations agreed herein in letter and spirit, has accepted in good faith the Application and is now willing to enter into this Agreement on the terms and conditions hereinafter set forth in this Agreement.
- (R) Based on the above mentioned assurances, warranties and representations of the Allottee and also subject to due and faithful performance by the Allottee of all its



obligations set out herein, the Company to execute the Conveyance Deed for the said Shop/Office in favour of the Allottee, in token of which the Company in executing this Agreement as Company hereof.

**NOW, THEREFORE, THIS AGREEMENT BY AND BETWEEN THE PARTIES WITNESSES AS UNDER:**

**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 Shop/Office and / or Parking Space(s) in **Tapasya One** project, executed by the Company and the Allottee.

- (a) "Shop Act" shall mean Haryana Shop and Establishment Act, 1958 and other related Acts/laws applicable on Shop/Office.
- (b) "Application" shall mean the application dated \_\_\_\_\_ for the provisional allotment of the Shop/Office and/or the Parking Spaces in **Tapasya One** project.
- (c) "Basic Sale Price" shall have the same meaning as ascribed to it in Clause 3(i) of this Agreement.
- (d) "Additional Basic Charges" means and include Preferential Location Charges(PLC) for the Preferential Location in the said project attribute(s) to the said Shop/Office calculated on the per sq.mtr/sq.ft. based on Super Area of the said unit as mentioned in this Agreement.
- (e) "Building Plans" shall mean the Building Plans of **Tapasya One** 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.
- (f) "Shop/Office/Unit" shall have the same meaning as ascribed to it in the preliminary Recital G of this Agreement.
- (g) "Commitment Period" shall have the same meaning as ascribed to it in Clause 13(ii) of this Agreement.
- (h) "Common Areas" shall mean all such parts/areas in **Tapasya One** 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 **Tapasya One** project along with the limited common areas exclusive to a smaller subset of occupants amongst the allottees of the Shop/Office or all of them. Such Common Areas shall also include open spaces uptill the periphery of the **Tapasya One** 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.

- (i) **"Completion Certificate"** shall mean the Completion Certificate for **Tapasya One** project as issued by the DGTCP under the Punjab Rules, and shall include any "Partial Completion Certificate".
- (j) **"Conveyance Deed"** shall mean deed of conveyance which shall convey the title of the Shop/Office in favour of the Allottee in accordance with this Agreement.
- (k) **"Declaration"** shall mean the declaration (including any amended declaration) filed or to be filed under the Shop Act, with the competent authority, with regard to the Shop/Office/buildings **Tapasya One** project.
- (l) **"Delay Compensation"** shall have the same meaning as ascribed to it in Clause 13(ii) of this Agreement.
- (m) **"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.**
- (n) **"DGTCP"** shall mean the Director General Town and Country Planning, Haryana, Chandigarh and any other relevant officer exercising his powers.
- (o) **"Earnest Money"** shall have the same meaning as ascribed to it in Clause 6 of this Agreement.
- (p) **"Floor Plan"** shall mean the Floor Plan of the Shop/Office as depicted in **ANNEXURE-II** annexed to this Agreement.
- (q) **"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, or caused to have been prevented, 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.
- (r) **"Grace Period"** shall have the same meaning as ascribed to it in Clause 13(ii) of this Agreement.
- (s) **"Holding Charges"** shall have the same meaning as ascribed to it in Clause 13(i) of this Agreement.
- (t) **"IFMSD"** shall have the same meaning as ascribed to it in Clause 16(i) of this Agreement.
- (u) **"Tapasya One"** project shall have the same meaning as ascribed to it in the preliminary Recital D of this Agreement.



- (v) **"Land"** shall have the same meaning as ascribed to it in preliminary Recital A of this Agreement.
- (w) **"License"** shall have the same meaning as ascribed to it in preliminary Recital C of this Agreement.
- (x) **"Maintenance Service Agency"** or **"MSA"** shall mean the person appointed/ designated for providing all or any of the services related to the maintenance and upkeep of **Tapasya One** project.
- (y) **"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.
- (z) **"Notice of Possession"** shall have the same meaning as ascribed to it in Clause 13(i) of this Agreement.
- (aa) **"Notice of Termination"** shall have the same meaning as ascribed to it in Clause 19(ii) of this Agreement.
- (bb) **"Occupation Certificate"** shall mean the Occupation Certificate for any of the building to be constructed in **Tapasya One** project as issued, individually or collectively, by the **DGTCP** under the Punjab Rules.
- (cc) **"Parking Spaces"** shall mean the covered car parking spaces allocated for exclusive use along with the said Shop/Office.
- (dd) **"Payment Plan/Schedule"** shall mean the Payment Plan/Schedule attached to this Agreement in **ANNEXURE-III**.
- (ee) **"Punjab Rules"** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965,
- (ff) **"RWA"** or the Residents Welfare Association shall mean the registered society comprising the owners in **Tapasya One** project or parts thereof to be formed in due course by the Company pursuant to the provisions of the Apartment Act.
- (gg) **"Sale Consideration"** shall have the same meaning as ascribed to it in Clause 3(ii) of this Agreement.
- (hh) **"Specific Area"** of the said Shop/Office shall mean and include the entire area enclosed by its periphery or internal walls, columns including half the area of walls common with other Shop/Office which form integral part of the said Shop/Office.
- (ii) **"Super Area"** of said Shop/Office shall notionally be the sum of the Specific 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 Shop/Office.
- (jj) **"TP Act"** shall mean the Transfer of Property Act 1882.
- (kk) **"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.

### 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 Shop/Office having an approximate Super Area of \_\_\_\_\_ sq.ft. (\_\_\_\_\_ sq. mtr.), at a basic sale price of Rs. \_\_\_\_\_/- per sq. ft. of Super Area i.e. total of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) hereinafter referred to as the "Basic Sale Price".

In addition to the Basic Sale Price of the said Shop/Office, the Allottee has agreed and

accepted to pay the costs, charges, fee and deposits as set out in payment plan/schedule towards **Estimated Development Charges (EDC, IDC, Infrastructure Augmentation Charges)** at the rate of Rs. \_\_\_\_\_ per sq. ft. of Super Area; (The Development Charges mentioned above are based on the estimated rates which shall be determined/reconciled/finalized later and the same shall be payable, by the Allottee as and when demanded by the Company. Moreover, in case 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 EDC/IDC charges, as may be undertaken by the Company, the same shall also be payable extra on pro rata basis by the Allottee as mentioned in clause 1(m)(vii))

- (ii) The Basic Sale Price along with all the development charges and other charges including specified in this agreement whatsoever shall constitute and be hereinafter referred to as the **"Sale Consideration"** and shall be payable by the Allottee on the Super Area of the Shop/Office in the manner set out in the Payment Plan/Schedule selected and agreed by the Allottee and annexed herewith as **ANNEXURE- III**. Except to the extent agreed in Clause 3 and Clause 8 herein, the Sale Consideration shall not be subject to escalation.
- (iii) The Company may improve upon, modify or upgrade the specifications of **Tapasya One** project/the said Shop/Office with a view to enhance the aesthetic features or considerations of efficiency or better building methodology, better maintenance and/or utilization of buildings etc., as may be advised to it and/or deemed fit in its sole discretion, subject however to the condition that the increase on such account shall be limited upto a maximum 15% of the Basic Sale Price. Any increased cost to be passed on to the Allottee under this clause shall be calculated on a cost plus incidentals along with overhead and administrative charges at the rate of 20% thereon.
- (iv) The Allottee understands and agrees that the Basic Sale Price of the said Shop/Office has been based on the prevailing purchase rates of raw materials and input costs at the time of original booking (**"Input Costs"**). The escalation, if any, in the Input Costs, on the expiry of the Grace Period or the handing over of possession of the said Shop/Office, whichever occurs earlier (**"Chargeable Period"**), to the extent of 20% thereof shall be absorbed by the Company and balance shall be paid by the Allottee. Furthermore, such escalation shall be charged on such percentage of the Basic Sale Price, being the deemed Inputs Costs to the Company, as assessed by the Company at quarterly intervals and which at present is 50% of the Basic Sale Price being the deemed Input Costs to the Company (**"Chargeable Escalation"**).

The benchmark of determining escalation in the Input Costs shall be the Wholesale

Price Index derived from the monthly indexed rates for 'All Commodities' published on the website of the Economic Advisor to the Government of India, Ministry of Commerce and Industry at "<http://caindustry.nic.in>" ('WPI'). The escalation in the Input Costs shall be calculated based on the published WPI for the month in which the original booking for the said Shop/Office is made ('Base WPI') and the WPI for the last month of the Chargeable Period ('Escalated WPI'). The Allottee shall be liable to pay the Chargeable Escalation on demand, in accordance with the Super Area of the said Shop/Office, irrespective of its Payment Plan/Schedule. It is further agreed by the Allottee that if at any point during the Chargeable Period the Government of India stops publishing the WPI due to any reason(s), the Base WPI as well as the Escalated WPI shall be derived from alternative indexed rates published by the Government of India or any national institute of repute.

- (v) The stamp duty charges on the Sale Consideration and registration charges as applicable for execution of the Conveyance Deed in favour of the Allottee shall be paid extra in accordance with the Payment Plan **ANNEXURE-III** or as and when demanded by the Company.
- (vi) That it is expressly made clear by the Company and agreed by the Allottee that the payment of Development Charges shall always be solely to the account of the Allottee and to be borne and paid by the Allottee on proportional basis. The Allottee understands that the Company has a right to demand and recover any additional/balance amount of the Development Charges on finalization/reconciliation of the estimated rates charged herein. The Allottee undertakes to pay the balance/enhanced/revised charges for Development Charges, in proportion of the Super Area of the said Shop/Office as and when the same is finalized and demanded from the Allottee by the Company. If any balance/enhanced/revised charges for **EDC/IDC** or by whatever name called is levied with prospective/retrospective effect, including interest thereon, as charged by **DGTCP** whether before or after the execution of the Conveyance Deed in respect of the said Shop/Office, the Allottee agrees and undertakes to also pay such balance/enhanced/revised charges on demand by the Company or the **MSA** as the case may be.
- (vii) The Sale Consideration including the Basic Sale Price has been fixed after taking into account the taxes and/or other statutory dues as are determinable up to the date of the said Licence. The Allottee agrees and undertakes to pay any fresh incidence thereof that may be applicable on account of any fresh tax, levy, fees, charges, statutory dues or cess whatsoever including Value Added Tax (VAT), G.S.T., Service Tax, 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 is stayed by the competent court and matter is still pending. The Allottee undertakes to pay VAT including with retrospective effect to be deposited with concerned department as and when demanded by the company.

- (viii) It has been made clear by the Company and the Allottee understands and agrees that although the Sale Consideration for the said Shop/Office is calculated on the basis of the Super Area (which includes loading of certain immeasurable components), what is agreed to be sold/transferred/conveyed hereunder is only the Specific Area of the said Shop/Office and the inclusion of Common Areas in the Super Area of the said Shop/Office does not give any exclusive ownership, right, title or interest therein to the Allottee. However, subject to the due observance and compliance of its obligations under this Agreement and the Maintenance Agreement to be executed in due course, including timely payments of the maintenance and other charges there under, the Allottee shall have a common right along with the other lawful occupants of Tapasya One project to use the Common Areas and facilities provided in Tapasya One project. The designated Common Areas and the facilities in the said Tapasya One project shall continue to vest in the Company till such time as these or portions thereof are either transferred to the RWA in accordance with the Apartment Act or otherwise dealt with by the Company in accordance with law. The Allottee agrees and understands that it shall have no ownership claim over or in respect of all or any open spaces, parking spaces or other specific exclusions from the Super Area save in accordance herewith. 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.

#### 4. MODE OF PAYMENT

All payments, excluding payment of EDC/IDC, to be made by the Allottee under this Agreement shall, unless specified otherwise in writing by the Company, shall be by way of a demand draft/banker's cheque/ordinary cheque payable at par at New Delhi in favour of "\_\_\_\_\_ " or an interbank electronic transfer to the said current account no. \_\_\_\_\_ at \_\_\_\_\_, situated at \_\_\_\_\_ or any other bank nominated by the Company, if any. The payment in respect to the demand of EDC/IDC shall be made separately by way of a demand draft/banker's cheque/ordinary cheque payable at par at New Delhi in favour of "\_\_\_\_\_ ". All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.



## **5. APPORTIONMENT**

Notwithstanding any instructions to the contrary issued by the Allottee, the Company shall adjust all the amounts received from the Allottee first towards interest on overdue installments and only thereafter towards the overdue installments or any other outstanding amounts due and payable to the Company and finally the balance, if any, would be adjusted towards the current installment or current dues for which the payment is tendered.

## **6. EARNEST MONEY**

The Company and the Allottee hereby agree that 20% (Twenty) of the Sale Consideration of the said Shop/Office shall be deemed to constitute the "Earnest Money".

## **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, **ANNEXURE-III**. Only in the case of a construction linked Payment Plan/Schedule, the Company shall be obliged to send demand notices for installments on or about the completion of the respective stages of construction. The demand 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 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 Shop/Office.

- (iii) The Allottee shall be liable to pay interest on every delayed payment, at the rate of 20% per annum compounded quarterly 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 (including partial default) 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, in its sole discretion, instead decide to enforce the payment of all its dues from the Allottee by seeking Specific Performance of this Agreement. 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 Shop/Office, 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 Shop/Office, 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 Shop/Office 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 Shop/Office 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 Shop/Office. 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 of 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.

- (vi) The Allottee understands and agrees that the Company shall be entitled to charge Additional basic charge i.e. PLC for the Shop/Office according to the prevalent policy of the Company. It is further agreed by the Allottee that whichever Shop/Offices are designated by the Company as being preferentially located, shall all be treated as preferentially located Shop/Office for the purpose of payment of PLC which list may inter alia include Shop/Offices as are facing 60 mtr road, 24 mtr. road, floor wise or corner or any other criteria as decided by the Company from time to time.

## **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, EDC/IDC including enhancement of EDC/IDC etc., wherever applicable now or 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, 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 Sale Consideration of the said Shop/Office and the Company shall have first charge/lien on the said Shop/Office 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 makes payment to the company if the cost of the property exceeds Rs. 50 lakhs, as per a recent 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 acc no. it is understood by the Allottee that the provisions of this notification have been understood by the Allottee and he/ she 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 that the Allottee is buying the said Shop/Office for the 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.

## **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. VARIATION IN PLANS, LOCATION AND SIZE

- (i) The Company is in the process of developing or constructing **Tapasya One** project in accordance with the Layout Plan and Building Plans submitted/to be submitted to the **DGTCP** and any statutory authority(s) for approval. The Allottee has clearly understood that there could be changes, alterations, modifications in the said Layout Plan/Building Plans/Floor Plan, areas and PLCs and/or drawings, layout, elevations, features, specifications, height, dimensions, finishing, etc., that are necessitated during the construction of the said Shop/Office or as may be required by any statutory authority (ies) or otherwise and the Allottee undertakes to raise no objection thereto.
- (ii) The final Specific Area of the said Shop/Office shall be determined only after completion of development and construction of **Tapasya One** project. After accounting for changes, in the Specific Area of the said Shop/Office if any, on the date of possession, the final and confirmed Super Area and change in location, if any, shall be incorporated in the Conveyance Deed and the final floor plan thereof shall be annexed to the Conveyance Deed. The Allottee understands and agrees that the Layout Plan and Floor Plan of **Tapasya One** project could be revised during the ongoing course of completion/construction. Every attempt shall be made by the Company to adhere to the size, location and layout of the said Shop/Office as specified in this Agreement. However, in the event that there is any change in the said Shop/Office layout or location or variation in its size to the extent of  $\pm 10\%$  at the time of final measurement (as contemplated hereinafter) or becomes evident at any earlier stage, the paid up Sale Consideration shall either be payable or refundable, as the case may be, proportionately at the rates agreed herein, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Allottee.
- (iii) In the event that variation in the Super Area of the said Shop/Office is greater than  $\pm 10\%$ , 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 Shop/Office of a similar size and price structure at another location within **Tapasya One** project subject to availability. In the event that such an alternate Shop/Office is available and the Allottee accepts the substitute Shop/Office, the proportionate Sale Consideration for any variation of substitute Shop/Office 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.

- (iv) In the event that Allottee does not accept such substitute Shop/Office and if there is no other Shop/Office of a similar size at another location, then the Allottee shall be refunded its paid up Sale Consideration (excluding service tax, VAT, commission paid to broker including taxes thereupon, any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3 (three) months 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.
- (v) The Allottee understands and acknowledges that on account of modifications to the Layout Plan and/or for other reasons, during ongoing completion, **Tapasya One** project either may not include the said Shop/Office or the said Shop/Office agreed to be purchased may cease to exist. In such a case or on account of deletion or reduction in the number of Shop/Office in **Tapasya One** project, the Allottee shall be refunded its paid up Sale Consideration (excluding service tax, VAT, commission paid to broker including taxes thereupon, any interest paid/payable by the Allottee on any delayed payment), along with simple interest thereon at the rate of 8% per annum. 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.
- (vi) The Company reserves its right to effect suitable changes and alterations in the Layout Plan, elevations, specifications, the height, width, finishing, etc. of the Project at any time and in any manner it thinks fit and proper. Furthermore the Company may in its sole discretion, in the interest of better planning and timely completion of the said Shop/Office, change the location of the said Shop/Office to a Shop/Office of similar size at another floor, tower or location within the Project, to which the Allottee hereby consents.
- (vii) The Company may, in its sole discretion, in the interest of better planning and timely completion of the said Shop/Office, change the location of the said Shop/Office to a Shop/Office of similar size at another floor, tower or location within **Tapasya One** project, to which the Allottee hereby consents. Every attempt shall be made by the Company to offer a Shop/Office of similar size and price structure as the said Shop/Office. In the event that the Allottee does not accept such substitute Shop/Office and if there is no other similar Shop/Office available with the Company, then the Allottee shall be refunded its paid up Sale Consideration (excluding service tax, VAT, commission paid to broker including taxes thereupon, any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3 (three) months of its intimation to the Company to this effect.

- (viii) The Company shall have the absolute 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 absolute and 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/it shall after taking possession of the said Shop/Office 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.
- (ix) The Allottee agrees that in case of increase in FSI or FAR thereby increasing floors resulting into increase in numbers of Shop/Offices and /or s in the said project, the Allottee shall have no objection on such increase of FAR/FSI and increase in numbers of Shop/Offices and /or s 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 Shop/Offices and /or in the said project. In case the Allottee raises any objection regarding increase of said FSI/FAR or for increasing the floors/Apartments/Shop/Office, the company, notwithstanding anything contained in this agreement, is entitle 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/it shall after taking possession of the said Shop/Office 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.

#### 11. USE OF NON-EXCLUSIVE TERRACES

The Company alone shall have the absolute title and the sole right to use to the terraces of the various structures/towers/buildings comprising **Tapasya One** project and the area of such terraces has not been included in the Super Area of the said Shop/Office. 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 and the Allottee shall not have any right to object to or prevent the same.

#### 12. CAR PARKING

- (i) The covered car parking spaces conceived in the Building Plans have been apportioned among the various owners of **Tapasya One** project as well as reserved with the Company. In accordance with such apportionment, 1 (one) no. covered parking spaces have been allocated for exclusive use by the owner(s) of the said Shop/Office (hereinafter referred to as "**Parking Spaces**"). The aforementioned Parking Spaces shall form an indivisible and inseparable constituent of the said Shop/Office and they shall not have any independent transferable entity by themselves. The Allottee shall have no rights, claims or interest whatsoever in any parking spaces other than the said Parking Spaces.
- (ii) That the Allottee understands that the Parking Space(s) which would be allotted to it shall be an integral part of the said Shop/Office and these cannot be sold or transferred independent of the said Shop/Office. Additional car parking spaces may be allotted at the discretion of the 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 Application and the Agreement pertaining to the said Shop/Office including allotment, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the parking spaces. The Allottee understands and agrees that parking spaces shall not form part of the common areas of the Project.
- (iii) The 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 car Parking Spaces allotted to the Allottee at any point of time.

- (iv) The Allottee undertakes to park its vehicles only in its allotted Parking Spaces forming a part of the said Shop/Office, and not anywhere else in **Tapasya One** project. The Allottee understands and agrees that all such reserved car Parking Spaces allotted to the occupants of **Tapasya One** project along with the unallotted car parking spaces remaining in the ownership of the Company are not part of the Common Areas of **Tapasya One** 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 Shop/Office under any of the provisions of this Agreement, the said Parking Spaces shall automatically follow the fate of the said Shop/Office 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 Shop/Office shall apply automatically by default to the said Parking Spaces also and the said Shop/Office along with its 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 parking spaces other than those allotted to it. The Company, at its sole discretion, shall have the absolute right to use or to transfer or assign its interest in the unreserved car parking spaces/area to any bonafide occupant/owner in **Tapasya One** project including the occupant(s)/owner(s) of the community sites, commercial areas etc.

### 13. POSSESSION AND HOLDING CHARGES

- (i) Upon receipt of the Occupation Certificate under the Act pertaining to the said Shop/Office, the Company shall notify the Allottee in writing to come and take over of the possession of the said Shop/Office ("**Notice of Possession**"). In the event the Allottee fails to accept and take the possession of the said Shop/Office within the time indicated in the said Notice of Possession, the Allottee shall be deemed to have become the custodian of the said Shop/Office from the date indicated in the Notice of Possession and the said Shop/Office 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 it fails, ignores or neglects to take the possession of the said Shop/Office 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 per month per sq. ft. of the Super Area of the said Shop/Office ("**Holding Charges**"). 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.

- (ii) Subject to Force Majeure, as defined herein and further subject to the Allottee having complied with all its obligations 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 Sale Consideration, 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 offer the possession of the said Shop/Office to the Allottee by March 2022 ("**Commitment Period**"). The Allottee further agrees and understands that the Company shall additionally be entitled to a period of 6 (Six month) ("**Grace Period**"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company.

Subject to the condition contain herein, if the Company fails to offer possession of the said Shop/Office to the Allottee by the end of the Grace Period, it shall be liable to pay to the Allottee compensation calculated at the rate of Rs. 5 (Rupees Five only) per sq ft. of the Super Area ("**Delay Compensation**") for every month of delay until the actual date fixed by the Company for handing over of possession of the said Shop/Office to the Allottee. The Allottee shall be entitled to payment/adjustment against such 'Delay Compensation' only at the time of 'Notice of Possession' or at the time of payment of the final installment, whichever is earlier.

- (iii) Subject to above, in the event of delay by the Company in offering the possession of the said Shop/Office beyond a period of 12 months from the end of the Grace Period (such 12-month period hereinafter referred to as the "**Extended Delay Period**"), then the Allottee shall become entitled to opt for termination of the Allotment/Agreement and refund of the actual paid up installment(s) paid by it against the said Shop/Office after adjusting service tax, VAT, commission paid to broker including taxes thereupon, any interest paid/payable by the Allottee on any delayed payment, along with Delay Compensation for 12 months. Such refund shall be made by the Company within 90 days of receipt of intimation to this effect from the Allottee, without any interest thereon. For the removal of doubt, it is clarified that the Delay Compensation payable to the Allottee who is validly opting for termination, shall be limited to and calculated for the fixed period of 12 months only irrespective of the date on which the Allottee actually exercised the option for termination. 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.

- (iv) If, however, the completion of the said Shop/Office is delayed due to Force Majeure as defined herein, the Commitment Period and/or the Grace Period and/or the Extended Delay 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.
- (v) Under no circumstances shall the possession of the said Shop/Office be given to the Allottee and the Allottee shall not be entitled to the possession of the said Shop/Office unless and until the full payment of the 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.
- (vi) The Allottee hereby agrees and affirms that upon taking possession of the said Shop/Office, the Allottee shall be deemed to have waived all claims against the Company, if any, in respect of the area, specifications, quality, construction and/or any item, amenity or provision in the said Shop/Office **Tapasya One** project.

#### **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 including the Sale Consideration of the said Shop/Office;
- (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 Shop/Office;

The Company shall prepare and execute a Conveyance Deed to convey the title of the

said Shop/Office 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 obligations undertaken by the Allottee and the stipulations herein, to be performed or observed on a continuing basis even beyond the conveyance of the said Shop/Office or which form a condition of ownership of the said Shop/Office, including those pertaining to the recurring obligations covered under the Maintenance Agreement shall survive the conveyance of the said Shop/Office in favour of the Allottee and all such obligations and covenants of the Allottee including without limitation, the obligations contained in clauses 3, 8, 10, 11, 12, 14, 16, 17, 18, 20, 22, 29 and 32 shall attach with the said Shop/Office within the meaning of Section 31 of the Transfer of Property Act 1882 ("TP Act") and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including its tenants/licensees/ occupiers for the time being.

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 Shop/Office, the original transfer documents including the Conveyance Deed shall be directly handed over to the lending institution, if so required by them.

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

- (i) The Allottee 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 at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee of the Allottee, on a case to case basis provided that the Company has received 3<sup>rd</sup> installment alongwith other charges and applicable taxes as per the Payment Plan/Schedule and subject always to payment 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 Shop/Office 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 Shop/Office or after receipt of the complete Sale Consideration from the Allottee against the said Shop/Office.
- (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 Shop/Office 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 Shop/Office 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 only recourse would be to claim compensation from the Government for any part of the said Shop/Office that has vested in the Government without any claim to the Company.

## 16. MAINTENANCE

- (i) The Allottee understands that **Tapasya One** project showcases the special and unique brand status sought to be projected by the Company. The Allottee has been made aware that the maintenance of **Tapasya One** project and its infrastructure is critical to showcase and maintain the landmark status and exclusive appeal unique to **Tapasya One** 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 **Tapasya One** 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 at their sole discretion. 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 its sole discretion and the Allottee accepts the same and hereby gives its consent thereto. Further, the Allottee has also agreed and undertakes to pay IFMSD, the initial corpus of which shall be contributed by the Allottee at the rate of Rs. 100/- (Rupees



**Hundred only)** per sq. ft. of the Super Area of the said Shop/Office to be paid in accordance with the Payment Plan/Schedule. The Allottee shall be bound to make further 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 **Tapasya One** 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 **Tapasya One** project, and these shall be installed and maintained at the shared cost of all the owners of **Tapasya One** 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 **Tapasya One** 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 1 to 3 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 this Agreement pertaining to the said Shop/Office



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 **Tapasya One** 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 Shop/Office 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 Shop/Office 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 Shop/Office. The above condition shall survive the conveyance of the said Shop/Office to the Allottee and the said condition/obligation shall attach with the said Shop/Office 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 **Tapasya One** 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 Shop/Office at all reasonable times for the purpose of inspection or repairing any part of the said Shop/Office 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 Shop/Office 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 Shop/Office Act, which Declaration shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that its right, title and interest in the Shop/Office/Common Areas/ **Tapasya One** project shall be limited thereto. It is made clear that the Company shall be the sole owner of the open spaces, unsold Shop/Office, parking spaces, and garden areas, roof/terraces areas (which are not exclusively reserved herein to the said Shop/Office) 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 at its sole discretion and the Allottee shall have no claim whatsoever therein.
- (xi) The Allottee shall not encroach upon or occupy any area or land outside its Shop/Office 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 Shop/Office nor encroach upon or occupy any area falling outside the said Shop/Office. The said Shop/Office shall be solely used for the purpose alone for which it is allotted by the company and for no other purpose and furthermore the Allottee shall not conduct any illegal or immoral activities from or in the said Shop/Office. The Allottee further undertakes not to carry on any activity from and in the said Shop/Office, 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 Shop/Office shall be subject to strict compliance of a code of conduct/Shop/Office rules that may be determined by the company/MSA for occupation, use and enjoyment of the said Shop/Office 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 Shop/Office, apartment, operation hours of various Maintenance Services, general compliances for occupants of the Shop/Office, 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 Shop/Office, 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 Shop/Office Act/Apartment Act shall be, wherever possible, a precondition to be fulfilled before the execution of the Conveyance Deed for the said Shop/Office 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 **Tapasya One** 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 Shop/Office to the Allottee and the said condition/obligation shall attach with the said Shop/Office 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 Shop/Office in favour of the Allottee. The Allottee clearly understands that the conveyance of the said Shop/Office in favour of the Allottee is contingent on the payment of the complete Sale Consideration and all outstanding dues and also the due and faithful performance by the Allottee of all its obligations agreed and undertaken herein.
- (ii) Without prejudice to the provisions contained in Clause 18(i), the Allottee hereby authorizes and permits the Company to raise finance/loan from any institution, company, bank or any other person by any mode or manner, *inter alia* by way of charge/mortgage of **Tapasya One** project or any part thereof including the said Shop/Office subject only to the condition that a No Objection Certificate (NOC) for the said Shop/Office shall be obtained from the said institution, company or bank either before the execution of the Conveyance Deed or the execution of a tripartite agreement with the respective institution, company or bank financing a home loan for the said Shop/Office, as the case may be.
- (iii) Subject to Clause 18(ii) above, the Allottee further agrees that the provisions of this Agreement are and shall continue to be subject to and subordinate to the lien or any mortgage heretofore or hereafter made/created by the Company and furthermore such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Shop/Office or excuse the Allottee from completing the payment of the Sale Consideration of the said Shop/Office or performing all the other obligations hereunder or be the basis of any claim against the Company.

**19. 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 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 as described in Clause 7 herein, 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 Shop/Office 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 Shop/Office 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, EDC/IDC, brokerage/commission/charges including interest thereupon, service tax and other amounts due and payable to it including any interest accrued on delayed installments and late payment charges, only after resale of the said Shop/Office. 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 Shop/Office in any manner whatsoever in its sole and absolute discretion and in the event that the Allottee has taken possession of the said Shop/Office, then the Company shall also be entitled to re-enter and resume possession of the said Shop/Office and everything whatsoever contained therein and in such event, the Allottee and/or any other person/occupant of the said Shop/Office shall immediately vacate the said Shop/Office 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 Shop/Office 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 Shop/Office and shall attach with the said Shop/Office within the meaning of Section 31 of the TP Act.

## **20. LIMITED RIGHT OF CANCELLATION BY THE ALLOTTEE**

If the Allottee fails to execute all copies of the Shop/Office Buyer's Agreement and return them thereafter to the Company within 30 days from the date of this communication by the Company, then the Application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money

shall stand forfeited to the Company and the Allottee shall be left with no right, interest or claim in the said Application/allotment. No compensation or interest or any costs whatsoever shall be paid by the Company to the Allottee.

Save and except to this limited extent, the Allottee shall not have any right to cancel this Agreement on any ground whatsoever.

## 21. GENERAL CLAUSES

- (i) The Allottee understands and agrees that all charges, fees, deposits payable to Dakshin Haryana Bijli Vitran Nigam (DHBVN) for obtaining an electrical connection including the advance consumption deposit, meter installation charges, meter security deposit, meter testing fee, processing fee, service connection charges, minimum monthly charges, have not been included in the Sale Consideration and the same shall be payable by the Allottee as and when demanded by the Company or the MSA. Similarly, all installation or other charges including deposits with respect to the provision of any other facility/utility have not been included in the Sale Consideration and the same shall also be payable by the Allottee as and when demanded by the Company or the MSA. Furthermore, the DGTCP/Government of Haryana is still to provide external connections for sewerage, storm water drainage and water supply etc., at the periphery of Tapasya One project and the Allottee undertakes to pay the proportionate charges including the facilitation charges as may be incurred by the Company for completing the external connections for all or any of the above services as well as for the infrastructure required to be laid therefore.
- (ii) Adequate firefighting equipment as per law will be installed by the Company in Tapasya One project and any increase in the cost by way of additional equipment deemed necessary by the Company or the MSA shall be paid on demand by the Allottee in proportion to the Super Area of the said Shop/Office to the super area of all the Buildings in Tapasya One project.
- (iii) 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 Tapasya One project. The Allottee further agrees and undertakes that it shall not, at any time whether before or after taking possession of the said Shop/Office, have any right to object to the Company constructing or continuing with the construction of any other building(s) /structures in Tapasya One project or putting up additional floors to any of the existing towers/buildings in Tapasya One project or undertaking modification of any unsold Shop/Office/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 **Tapasya One** project is not yet complete, or on any other ground whatsoever.

- (iv) 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 **Tapasya One** project at any point of time and the same shall always remain undivided and impartibly.
- (v) The Company shall carry out the internal development within **Tapasya One** 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 **Tapasya One** 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.
- (vi) 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, in case 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 EDC/IDC charges, as may be undertaken by the Company, the same shall also be payable extra on pro rata basis by the Allottee as mentioned in clause 1(m)(vii))
- (vii) 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 Shop/Office nearest in size or price structure as available at other location, subject to availability of the same. Proportionate Sale Consideration for such substitute Shop/Office as prevailing on the date of booking shall be applicable in such a case. In the event such substitute alternate Shop/Office is not available or the offered substitute alternate Shop/Office is not acceptable to the Allottee then the Allottee shall be entitled to full refund of its paid up installments (excluding service tax, VAT, commission paid to broker including taxes thereupon, any interest paid/payable by the Allottee on any delayed payment) along with interest at the rate of 8% per annum. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the nor 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 **Tapasya One** project, then in that event the Allottee hereby authorizes the Company to refund the amounts received from him/them with simple interest at the rate of 8% per annum ((excluding service tax, VAT, commission paid to broker including taxes thereupon, any interest paid/payable by the Allottee on any delayed payment) and the Allottee hereby confirms that it shall not make any other claim on the Company whatsoever.

#### **23. BINDING EFFECT**

The act of 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 all copies of this Agreement to the Company with all its Annexures along with the payments due as stipulated in the Payment Plan/Schedule thereof, within 30 (thirty) days from the date of dispatch by the Company and secondly, the Allottee's copy of this Agreement is duly executed by the Company through their authorized signatories and dispatched by the Company to the Allottee.

#### **24. COPIES OF THE AGREEMENT/COUNTER PARTS**

This Agreement shall be executed in 2 counterparts; 1 master copy with the stamp duty duly affixed thereon along with 1 other contemporaneous copy (with adequate stamping for counterparts of an agreement being affixed on such copy), each of which individually shall be deemed to be the original and all the counterparts shall

constitute one and the same instrument. The Company shall retain the master copy along with an additional contemporaneous copy with itself and return the one remaining contemporaneous copy, duly executed by it, to the Allottee for its record.

## **25. BROKERAGE**

In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the said Shop/Office, the Company shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Sale Consideration agreed to be payable to the Company for the said Shop/Office.

## **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 Shop/Office in **Tapasya One** 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 Shop/Office.

The Allottee confirms and assures the Company that it has read and understood the Shop/Office 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 preamble, preliminary recitals and annexures constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous arrangement between the Parties however the terms and conditions of the Application which are not at variance with this Agreement shall continue to prevail and be binding on the Allottee. This Agreement or any provision(s) hereof cannot be changed, terminated or waived, orally or

otherwise. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing and duly signed and executed by the Parties herein.

**28. 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the case of the Allottee :** Mr. \_\_\_\_\_ S/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 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, 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 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 Shop/Office identification number/address must be mentioned clearly.

**29. WAIVER**

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 right and provision hereof.

**30. SEVERABILITY**

If any provision(s) of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such applicable law and the remaining provisions of this Agreement shall continue to remain valid and enforceable by and between the Parties herein.

**31. INDEMNITY**

With effect from the date of taking possession of the said Shop/Office, 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 **Tapasya One** 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 Shop/Office 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.

**32. 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 Corporate Office at Gurgaon 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 Gurgaon



even if the Allottee has prior thereto executed this Agreement at any place(s) other than Gurgaon.

**33. DISPUTE RESOLUTION BY ARBITRATION**

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by any Director of the Company, whose decision shall be final and binding upon the Parties.

The Allottee 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 Company or is otherwise connected to the Company and the Allottee hereby accepts and agrees this shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's offices or at a location designated by the said sole Arbitrator at New Delhi. The language of the arbitration proceedings and the Award shall be English. Both the Parties will share the fees of the Arbitrator in equal proportion.

**34. GOVERNING/APPLICABLE 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 laws of India.

**35. JURISDICTION**

Subject to the Arbitration clause, the Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh alone shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

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. \_\_\_\_\_

(Authorized Signatory)

(ALLOTTEE)

(\_\_\_\_\_)

WITNESSES:

1.

2.

## **Annexure –I** **SPECIFICATIONS**

SL No.	Items	Specifications
A	Foundation	RCC Footing/Raft Foundation/Stone Footing
B	Walls	Stone/Brick Masonry in cement sand plaster
C	Damp proof course	40mm PCC with water proofing compound/ basement RCC retaining wall to go up to the ground floor slab
D	Roof	RCC slab/ Sloping Roof/Tiles
E	Floors	Terrazzo/IPS/Tiles/Marble/Granite
F	Windows and doors and other work	Mid Steel/Aluminium/Wooden Frames and Glazed Aluminium/MS/ Wooden Shutters
G	Steel Work	Reinforcement in TOR steel. Railing, gates etc. in Mid steel
H	Internal Finish	Cement /Gypsum plaster with distemper whitewash
I	External Finish	Cement plaster and paints/Stone Masonry

### **Notes:**

- All floor Plans, layout plans, elevation and specifications are indicative and are subject change as per company / project requirement. In order to provide reasonable architectural variations in the scheme, the architectural features may differ in different retail shop units.
- In order to maintain the aesthetic value of shopping/commercial area External facade will be as per rule laid by developer. Hence forth no external DG sets or cladding on external wall shall be permitted.
- Outdoor units of Air Conditioners if any have to be installed at designated niches only.
- To apply additional power backup customer has to inform the company in writing prior to offer of possession.

**Annexure- II**  
**Floor Plan of the Shop/Office No./Unit No. \_\_\_\_\_**



### **Annexure – III**

#### **PAYMENT PLAN/SCHEDULE**

##### **Payment Plan : Construction Link Plan**

<b>Sr No</b>	<b>Particulars</b>	<b>Installment Amount (In Rs.)</b>
<b>1</b>	<b>On application for booking</b>	
<b>2</b>	<b>Within 60 days of booking</b>	
<b>3</b>	<b>On Completion of Super Structure</b>	
<b>4</b>	<b>At The time of Offer of Possession</b>	
	<b>Total</b>	

Note : Service tax, Vat, GST and other taxes shall be over and above the installments amount and payable with installment as per demand/call notice. Stamp Duty, Registration Charges, Administrative Charge and other charges shall be over and above the installments amount and payable as applicable as per payment request form Company.

**RATE APPLICABLE/AMOUNT PAYABLE**

S.No.	Description	Rate per Sq.ft on Super Area	Payable Amount
I	Basic Sale Price (BSP)		
ii	Down Payment Discount (10%)		
iii	Any other Discount		
iv	Net BSP (i-ii-iii)		
V	Development Charges ( EDC, IDC, Infrastructure Augmentation Charges etc.)		
vi.	Additional Basic Charges i.e. PLC		
vii	Right to use Car Park Space		
viii	Club Charges		
ix	Power back up charges		
x.	IFMSD charges		
xi.	Other Charges		
	<b>Sale Consideration</b>		

**Note:** . Additional Basic charges(PLC) & Right to use Car Parking Space charges shall be paid as per installments of Basic Sale Price by the allottee(s). All amounts towards third party like statutory taxes, fees, charges including Service Tax, VAT, GST, stamp duty, registration charges, revised Development Charges, as applicable or as indicated in the Buyer's Agreement shall be extra and payable by the Applicant(s) as and when demanded by the Company. \*1 sq.ft. = 0.0929 sq.mtr.

## **Annexure-IV**

### **Indicative Draft of Maintenance Agreement**

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

#### **Draft Tripartite Maintenance Agreement**

This Maintenance Agreement ("Agreement") is made at Gurgaon on \_\_\_\_\_ day of \_\_\_\_\_ 2017.

#### **BETWEEN**

**M/s Monika Infrastructure 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, Udyog Vihar, Phase-II, Gurgaon, 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 Monika Infrastructure 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 Plot No.281, Udyog Vihar, Phase-II, Gurgaon, 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**

Company \_\_\_\_\_

Allottee(s) \_\_\_\_\_

Mr. \_\_\_\_\_;  
\_\_\_\_\_;

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 "**Shop/Office 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 Shop/Office Buyer are hereinafter collectively referred to as the "**Parties**" and Individually as "**Party**").

**WHEREAS:**

- A. The Company having land admeasuring 3.19 acres approx. in revenue estate of village Wazirabad and Hyderpur Viran, Sector-53, Gurgaon, Haryana have obtained a license from the Director General Town and Country Planning, Haryana ("**DGTCP**") to develop thereon a commercial colony known as the "Tapasya One" comprising of shops, offices, food court and restaurant (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 Shop/Office Buyer had executed this Shop/Office Buyer's Agreement dated (hereinafter referred to as the "**Buyer's Agreement**") under which the Shop/Office Buyer has agreed to purchase Shop/Office 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 "**Shop/Office**"), on the terms and conditions set out in the said Buyer's Agreement.
- C. Under the Buyer's Agreement, the Shop/Office 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 Shop/Office 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 Shop/Office within the meaning of Section 31 of the Transfer of Property Act, 1882 ("**TP Act**").
- D. The Shop/Office 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 Shop/Office 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 Shop/Office Buyer had also agreed in the Buyer's Agreement to deposit and keep deposited with the Company/MSA the Interest Free Maintenance Security ("IFMSD") at the rate of Rs.100/- Per sq. ft. of the Super Area of the said Shop/Office.
- F. Keeping in mind that the collective participation of all the Shop/Office buyers is necessary to enable the MSA to discharge its functions effectively in the larger interests of all the Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office. The Shop/Office 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 Shop/Office including the insurance of contents lying therein (other than which are specifically included in this Agreement) shall be the responsibility of the Shop/Office Buyer.

In the interest of encouraging harmonious and beneficial usage of the said Complex by all the residents of the said Complex, the Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office Buyer and all charges, fees or costs therefor 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 Shop/Office 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 Shop/Office Buyer shall be liable to pay all such taxes/cess.
- (ix) Calculation of the Maintenance Charges payable by the Shop/Office 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 Shop/Office Buyer in respect of the individual electricity bills raised on the Shop/Office buyers for consumption of electrical energy inside the Shop/Office 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 Shop/Office = Maintenance Charges per sq. ft. x super area of Shop/Office.**

## **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 Shop/Office 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 Shop/Office 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 Shop/Office Buyer hereby undertakes to pay the minimum demand charges, as imposed by DHBVN for the total demand load of the said Shop/Office, as may be determined by MSA (the "**Minimum Charge**") even in the event that the energy charges utilized by the Shop/Office Buyer are less than such Minimum Charge. The maximum demand load for each type of Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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



Shop/Office.

- (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 Shop/Office Buyer of the Shop/Office shall pay an interest free security deposit at the stipulated rate per KW load assigned/allocated to the said Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office Buyer. This shall not however prejudice the right of the MSA to bill the charges for such electricity and water consumption in a Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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. Monika Infrastructure Private Limited 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 Shop/Office 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 Shop/Office Buyer from withholding the payment of the Bill(s), notwithstanding any such dispute, or for any other reason whatsoever; the Shop/Office 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 Shop/Office 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 Shop/Office may be disconnected/discontinued by the MSA at any time thereafter in its sole discretion and without any further notice to the Shop/Office Buyer in this regard. The supply shall not be restored to the said Shop/Office, 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office.

**8. Limited Liability of the MSA and the Company**

- (i) It is made clear to the Shop/Office 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 Shop/Office 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 Shop/Office Buyer hereby indemnifies the MSA/Company accordingly. Similarly, the MSA's role and responsibility for the supply of electrical energy from DHBVN to the Shop/Office Buyer shall be limited to receiving the supply of electrical energy from DHBVN in bulk and to distribute the energy to the Shop/Office 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 Shop/Office Buyer or other Shop/Office 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

Shop/Office 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 Shop/Office Buyer. The Shop/Office Buyer shall make its best efforts to ensure that all electrical systems and any other work done by it in the said Shop/Office does not pose any fire or other hazard in the said Shop/Office or other properties in the said Complex and the Shop/Office Buyer shall be solely liable for all legal and financial consequences arising from any such fire or other hazard.

- (iii) The Shop/Office 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 Shop/Office 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 Shop/Office 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 times 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 Shop/Office Buyer, the MSA shall carry out such repairs at the cost of the Shop/Office Buyer.
- (ii) That the insurance of the bare shell structure containing the said Shop/Office 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 therefore will form part of the maintenance charges /expenses which will be billed once in a year. As such, the Shop/Office 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 Shop/Office 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 Shop/Office Buyer shall permit the supervisors or agents of the MSA (whether with or without workmen) to enter into the said Shop/Office at all reasonable times for the purpose of inspection or repairing any part of the said Shop/Office 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 Shop/Office. It is further agreed that in case of any emergency the Company/MSA shall have unrestricted access to the said Shop/Office.
- (iv) The Shop/Office Buyer hereby undertakes and agrees to follow the fit out guidelines provided by the Company/MSA. It is further agreed by the Shop/Office 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 Shop/Office, shall equally be applicable and enforceable against all subsequent purchasers/transferees (of whole or part of the interests in the said Shop/Office) of the said Shop/Office and the said obligations attach along with the said Shop/Office 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 Shop/Office 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 Shop/Office Buyer.
- (vii) The Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office buyers/tenants/occupants and users of the said Complex, which House Rules shall be strictly observed and adhered to by the Shop/Office 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 Shop/Office 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 Shop/Office Buyer shall be deemed to be sufficiently served if these are sent by registered post or courier or by hand to the said Shop/Office or are affixed on the notice board or affixed on the door of the said Shop/Office. Any communication or letter to be sent by the Shop/Office Buyer to the MSA or the Company shall be deemed to be sufficiently served by the Shop/Office 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 Shop/Office Buyer understands and agrees that the MSA shall have a charge/lien on the said Shop/Office 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 Shop/Office.
- (xiv) The relationship between the Company, the MSA and the Shop/Office 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 Shop/Office Buyer against the MSA only and the Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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, upgradation or reconfiguration of the infrastructure and Equipment or the sourcing thereof and the Shop/Office 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 Shop/Office Buyer whenever called for.
- (xvii) The Shop/Office 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 Shop/Office Buyer to the IFMSD. Adjustment of the unpaid amount of the Maintenance Charges against the IFMSD contribution of the Shop/Office 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 Shop/Office Buyer shall be bound to pay the Maintenance Charges even in the event that such Shop/Office 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 Shop/Office, which shall solely be the responsibility of the Shop/Office 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 Shop/Office Buyer agrees, undertakes and covenants with the MSA as under:
- (xxii) The said Shop/Office 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 Shop/Office, 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 Shop/Office, without the prior permission of the MSA.
- (xxv) No animal shall be kept in any part of the said Complex or the said Shop/Office.
- (xxvi) No space/ open space of the said Shop/Office 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 Shop/Office 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 Shop/Office wherever necessary and reverse such violation at the cost of the Shop/Office 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 Shop/Office or in the designated parking zone. The Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office Buyer shall give details of all contractors and labour/ work force employed by them for carrying out any work in the respective Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Shop/Office 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 Gurgaon. The language of the arbitration proceedings and the award shall be English. The MSA and the Shop/Office Buyer will share the fees of the sole 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 Shop/Office 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 Gurgaon 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 GURGAON ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING**

**Company**

**MSA**

**Shop/Office Buyer**

**WITNESSES:**

1.

2.

Company

Allottee(s)

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