

Important Instructions to the Allottee(s)

The Allottee, who intends to purchase any Unit in the commercial project “**83METROSTREET**”, shall be required to execute the Agreement for sale/Commercial Unit/Space Buyer’s Agreement (hereinafter defined as the Agreement) for every Unit to be purchased. The terms and conditions of the Agreement with respect to the Unit should be read carefully by the Allottee. The Allottee is expected to read each and every clause of the Agreement carefully; understand the legal implication thereof, his/her obligations and liabilities there under, as set forth in the Agreement.

The allotment of a Unit in the commercial project of the Promoter “**83METROSTREET**” is subject to the terms and conditions as set out in the said Agreement and the Schedules and Annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, Regulations made by the Haryana Real Estate Regulatory Authority, Gurugram/Manesar and other Applicable Law. Upon its execution, the Allottee agrees and confirms of having read, understood and accepted the entire Agreement containing the detailed terms and conditions and undertakes to faithfully abide by all the terms and conditions thereof. The Promoter reserves its right to reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made/ suggested in/to any provision of this Agreement by the Allottee unless as may otherwise be specifically informed in writing by the Promoter.

Upon the execution and registration of the Agreement Two copies of this Agreement shall be executed in two originals and the Company shall retain the first and send the second executed copy to the Allottee for his reference and record. However, number of copies may vary as per the guidelines of the concerned office of the Sub-Registrar at Gurgaon/Manesar.

The Company reserves the right to request identification, financial and other information as it may desire concerning the Allottee. The Allottee confirms having read and understood the above instructions and each and every clause of the Agreement, and the Allottee now executes the Agreement being fully conscious of his rights and obligations and limitations of the Promoter and undertakes to faithfully abide by all the terms and conditions of the Agreement.

Instructions for execution of the Agreement:

- (i) Kindly put your full signature in 'BLACK INK' (as in your Application Form, PAN Card, Aadhaar Card and as used by you to operate your Bank Account) along with the signatures of each of the Joint Allottee(s), if any, at the bottom of each and every page of this Agreement including all its Annexures except the blank pages, if any. Kindly also sign on the Non-Judicial Stamp Paper attached in all the three original sets of this Agreement.
- (ii) Kindly paste at the place provided, color photographs of the Allottee/Joint Allottees and sign across the photograph.
- (iii) Kindly also provide a self-attested true copy of your PAN Card and Aadhaar Card along with your residential address proof including that of each of the Joint Allottee(s), if any. Kindly ensure to provide your specimen signature and the signature of each of the Joint Allottee(s), if any, duly verified by the branch manager of the bank wherein you and the Joint Allottee(s), if any, hold a bank account(s).
- (iv) Please sign and handover all the signed original sets of the Agreement along with requisite documents to the Promoter.
- (v) Witnesses signatures to be done only on space earmarked for it.
- (vi) Please do not use white fluid, eraser or overwriting etc. on any copy of this Agreement.

COMMERCIAL UNIT/SPACE BUYER'S AGREEMENT

- | | |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Nature of document | -Agreement for Sale |
| 2. Village/Block | -Village Sihi, Sector-83 |
| 3. Tehsil | - Gurugram (Gurgaon) |
| 4. District | - Gurugram (Gurgaon) |
| 5. Carpet Area | - Sq. Mtr. (Sq. Ft.) |
| 6. Sale Consideration | - Rs. /- |
| 7. Stamp Duty | - Rs. /- |
| 8. Stamp Certificate No. /Date | - |
| 9. Stamp GRN | - |
| 10. Commercial or residential | - Commercial |
| 11. Unit No. | - |
| 12. Unit Type | - |
| 13. Property Address | - Unit No. , Floor- , in Project
'83METROSTREET', Village- Sihi, Sector-83, Tehsil
& District Gurugram (Gurgaon), Haryana |

COMMERCIAL UNIT/SPACE BUYER'S AGREEMENT

This Commercial Unit/Space Buyer's Agreement ("Agreement/Agreement for Sale") executed on this _____ day of _____, 20____,

BY AND BETWEEN

S V HOUSING PRIVATE LIMITED (CIN No. U70109DL2006PTC150816), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 303, 3rd Floor, Laxmi Tower, C-1/3, Naniwala Bagh, Azadpur, Delhi-110033 and its corporate office at Plot No. 130, Ground Floor, Sector-44, Institutional Area, Gurugram, Haryana, represented by its authorized signatory _____ authorized vide board resolution dated _____ hereinafter referred to as the "Promoter/Developer/Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, nominees, executors and permitted assigns).

AND

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhaar No. _____) son / daughter of _____, aged about _____, residing at _____, (PAN No. _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

[OR]

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar No. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS AND INTERPRETATIONS:

For the purpose of this Agreement, unless the context otherwise requires,-

“Act and Rules/Real Estate Act” shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 (16 of 2016), including the Haryana Real Estate (Regulation & Development) Rules, 2017 and Regulations, 2018 framed thereunder applicable for Real estate Project situated in Gurugram, Haryana;

“Agreement” shall mean this Commercial Unit/Space Buyer’s Agreement/Agreement for Sale alongwith all its annexure, recitals, schedules, terms and conditions for allotment of the Unit/Space being executed between the Promoter and the Allottee.

“Allottee/s” shall have the meaning as ascribed to such expression in the preamble.

“Apartment Ownership Act” shall mean the Haryana Apartment Ownership Act, 1983 and Rules thereof, including any statutory enactments or modifications thereof;

“Applicable Laws” shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project, Unit or the transaction between the Parties as contemplated herein.

“Application” means the application of the Allottee for booking/provisional allotment of the Unit in the Project.

“Association of Allottees” shall mean the condominium / association of the allottees in the Project as the case may be, which shall be formed by the Promoter under the Applicable Laws;

“Authority(ies)” shall mean and include any government body, statutory body, judicial or quasi-judicial authority, Real Estate Regulatory Authority (RERA), tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, State Pollution Control Board, Ministry of Environment & Forests (MOEF), Reserve Bank of India, any authority under the FEMA, state electricity boards, its tribunal or any other government/ local bodies, etc.;

“Building” shall mean the specific tower in the Project in which the said Unit maybe located.

“Building Plans” shall mean the building plan(s) of the Project as approved under the Punjab Act and Punjab Rules or any other Applicable Law, and shall include all subsequent revisions thereof including the Project as approved by the DGTCP/DTP, Chandigarh/Gurugram/Competent Authority.;

“Carpet Area” shall have the same meaning ascribed to it under the Act and the Rules;

“Cess” shall mean any applicable cess, existing or future on the supply of goods or services or both.

“Common Areas & Facilities” shall mean and include such common areas and facilities within the said Complex earmarked for common use of all the Allottees of the said Complex.

“Competent Authority” / “Government Authority”/ “Statutory Authority” shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Project and the expression “Government Authorities”/ “Competent Authorities”/ “Statutory Authorities” shall be construed accordingly;

"Conveyance Deed" shall mean a document duly executed and registered before the concerned Sub-Registrar in favour of the Allottee for the purposes of transferring all the rights, title and interests in the Unit to the Allottee;

“DGTCP”/ “DTCP” shall mean Director General, Town & Country Planning Department, Haryana/ Director, Town & Country Planning Department, Haryana;

“Earnest Money” shall mean the booking amount for the Unit/Space to be purchased by the Allottee, being equivalent to 10% of the Total Sale Value/Consideration to be paid by the Allottee as per Annexure-‘III’ the due fulfillment of the obligations of the Allottee for booking the Unit/Space in the Project.

“External Development Charges” (“EDC”) and “Infrastructure Development Charges” (“IDC”) at present rates with respect to rates levied by DGTCP for the Project, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;

“Infrastructure Augmentation Charge (“IAC”) as presently notified/ conveyed and/or demanded by DGTCP, Competent Authority or the Government of Haryana with respect to the Project, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;

"Force Majeure Event" shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company’s ability to perform its obligation under this Agreement inter-alia including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and delay on account of non-availability of steel and/or cement and/or other Building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and any other such event or circumstance similar or analogous to the foregoing.

“Goods and Service Tax” shall mean any tax imposed on the supply of goods or services or both under GST Law.

“Government” means the Government of the State of Haryana;

“Commercial Colony” means a licensed Commercial Colony being developed by the Promoter under the name and style of “83MetroStreet”, situated in the revenue estate of Village Sihi, Sector- 83, Tehsil & District- Gurugram, Haryana, wherein land area is 4.20 acres.

“GST Law” shall mean Integrated Goods & Service Tax Act, 2017, GST (Compensation to the States for Loss of Revenue) Act, 2017, Central Goods & Service Tax Act, 2017 and State Goods & Service Tax Act, 2017 and all related ancillary legislations, rules, notifications, circulars.

“Haryana Building Code” shall mean the Haryana Building Code, 2016/ Haryana Building Code, 2017 as may be applicable and as may be amended from time to time;

“IFMS” means interest free maintenance security to be paid by the Allottee as and when demanded by the Company/Maintenance Agency as security for the payment of maintenance charges.

“Maintenance Charges” shall mean the charges fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of Notice for Offer of Possession regardless of the actual date of possession.

“Maintenance Agreement” shall mean the Maintenance Agreement to be executed by the Allottee with Maintenance Agency and / or Registered Association of Allottees upon offer of possession of the unit, in the format prescribed by the Maintenance Agency.

“Project registration under RERA” means the “83MetroStreet” registered under the Real Estate Act and the Haryana Real Estate (Regulation and Development) Rules, 2017 and for which the Company had invited/is inviting applications for allotment.

“Project Land/Land/Scheduled Land” means any parcel of parcels of land on which the said Project/Complex is to be developed by the Company/Developer.

“Promoter/Company/Developer” shall have the meaning as ascribed to such expression in the preamble.

“Payment Plan” means the Schedule of Payments as set out in this Agreement (i.e. (1) Construction Linked Payment Plan, (2) PLP Plan, (3) PLP Plan-2, (4) SVH Super Saver Plan, (5) SVH Mega Saver Plan (6) Customised Plan. The Allottee shall select only one Payment Plan to make the payment against the purchase of the Unit/Space.

“Punjab Act” shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 as applicable to the State of Haryana;

“Punjab Rules” shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 framed under the Punjab Act as applicable to the State of Haryana and modifications thereof;

“Regulations” means the Regulations made by the Haryana Real Estate Regulatory Authority, Gurugram;

“Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;

“Taxes and Cesses” shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, Value Added Tax (VAT), building and other construction workers welfare fund, or any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates

prevailing at the time of respective payments, in connection with the development of the Project, now or in future.

“Total Sale Value/Price/Consideration” shall mean the Total Sale Value/Consideration for the Unit which shall comprise of Basic Sale Price, Preferential Location Charges, EDC/IDC, Exclusive Right to use car parking charges (if opted and paid for) & IFMS. The Total Sale Value of the Unit does not include Taxes and Cesses, other charges, including but not limited to enhanced EDC, enhanced IDC, infrastructure augmentation charges, stamp duty, registration charges, documentation charges, maintenance charges and other incidental and legal charges for registration of this Agreement and Conveyance Deed, the costs/charges/deposits that may be required for Other Allied Charges such as Power Back-Up Charges, Chiller Plant & Air conditioning lines, electricity connection, water, sewerage, electric connection deposit, electric & water meter deposit, other utilities infrastructure and connection charges, firefighting, etc., payments for any additional capital equipments for common use, etc., shall be payable by the Allottee as and when demanded by the Promoter in accordance as per **Annexure-‘III’**.

“Unit/Commercial Unit/Space” means the commercial area/space applied for by the Allottee, details of which have been set out in this Agreement.

Interpretation:

- (a) In this Agreement, any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a "Company" shall include a body corporate;
- (e) the recitals and annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;
- (f) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (g) headings to sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Agreement;
- (h) "in writing" includes any communication made by registered letter/Speed Post or e mail;

- (i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (j) the recitals are an integral part of this Agreement and any provisions contained in the recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.
- (k) Any reference to the phrase 'handing over the possession of the Unit', 'taking over the possession of the Unit' shall mean (i) actual physical possession of the Unit in favour of the Allottee, or (ii) expiry of the period, for taking the possession of the Unit by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

WHEREAS:

- A. **M/s SV Housing Private Limited** (referred to as the "**Promoter/ Company/ Developer**") under the valid **license No. 110 of 2012** dated **26.10.2012** granted by the Director General, Town and Country Planning Department, Haryana (DGTCP), in favour of M/s S V Housing Private Limited for an area admeasuring 4.20 Acres situated in the revenue estate of Village- Sihi, Sector-83, Gurugram, Haryana (hereinafter referred to as "the Project Land/Land"), is in the process of development of a commercial colony.
- B. The revised Building Plan have been sanctioned vide **Memo No. ZP-875/AD(RA)/2019/26441 dated 25/10/2019**.
- C. The Registration of the Commercial Complex (a real estate project) as required under the Real Estate (Regulation and Development) Act, 2016 and rules thereunder, duly made thereof and Registration Certificate obtained from Haryana Real Estate Regulatory Authority (HRERA) vide Registration No. 337 of 2017 dated 27.10.2017.
- D. The Promoter is the absolute and lawful owner of 4.20 Acres total admeasuring 33 Kanal 12 Marla, (16996.80 square meters) situated in the revenue estate of Village Sihi, Sector-83 in Tehsil & District Gurugram ("**Said Land**") vide sale deed Registration No. 02, dated 02-04-2007, Registration No. 5263, dated 01-06-2007, Registration No. 11626, dated 31-08-2007, Registration No. 13253, dated 21-09-2007, all bearing Volume No. 9753 page no. 141, book No. 01, at the office of the Sub-Registrar, at Gurugram.
- E. The Promoter has planned for the development of a commercial colony under the name of "**83MetroStreet**" (hereinafter referred to as the "**Complex/ Commercial Complex/Project**") on the said Land under the permissible FAR. The said Commercial Complex "83MetroStreet" comprised of multiple floors/high rise building, which contains various Shops, ATM Space, Food Courts, Restaurants, Retails spaces, Anchor Stores in large areas, Office Spaces, Entertainment Zones, Multiplexes, etc. along with other amenities and facilities.
- F. If the allotment is in respect of the Food Court, than the sitting area on that particular floor shall be subject to use by all the catering outlets/food courts grouped together for shared seating purposes only, and no demarcation of the sitting area shall be made by any food court outlet. The service area (at the back of the food courts, if any), except store room, dish washer room on a particular floor shall always be for the common use, without any disturbance to the other food

courts outlets of that particular floor. The use of service area shall be limited and without defeating the purposes of service area provision as per the applicable laws.

G. The said project Land is earmarked and licensed for the purpose of development of a commercial colony, comprising **Shops, ATM Space, Food Courts, Restaurants, Retails spaces, Anchor Stores in large areas, Office Spaces, Entertainment Zones, Multiplexes, etc.** and said project shall be known as **‘83MetroStreet’**.

H. The Company has all the lawful rights and authorities to promote, brand, market and sell the entire Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance/ sale deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this Agreement. The Company is also authorized to receive the total sale consideration and dues or as otherwise may be due and payable, in terms of this Agreement and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.

I. The Allottee acknowledges that the Company has readily provided all information, clarifications as required by the Allottee. The Allottee has through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Company in the said Commercial colony/ Project and has also personally conducted physical inspection of the Scheduled Land, sanctioned building plans, licenses, ownership records, etc. of the Scheduled Land and other documents relating to the title and competency of the Company to enter into the arrangement aforesaid with the Company and is satisfied with the same. The Allottee has been intimated that this Agreement shall be confined and limited in its scope to the Unit in the building proposed to be constructed on the Scheduled Land in accordance with the building plan(s) approved by DGTCP, Haryana /DTP, Chandigarh/ Gurgaon/competent authority (**“Building Plans”**). The Allottee further acknowledges that the Allottee has seen and inspected the details of registration of the Project under the provisions of the Real Estate Act.

J. The Allottee has not relied upon, and is not influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person. Furthermore, the Allottee acknowledges and declares that it has agreed to purchase the Unit entirely upon its own independent enquiry and investigation.

K. Pursuant to the receipt of the Application by the Company and upon completion of all procedural formalities, the Company allotted the Unit/Space to the Allottee in the Project at such total sale consideration described in this Agreement. The Allottee agrees and understands that the areas provisionally allotted to it are tentative and are subject to change as contemplated in this Agreement, till the grant of occupation certificate by the competent authority.

L. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;

M. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be, from DTCP, Haryana at Chandigarh.

N. The Promoter has obtained and shall be further obtaining (if required at the relevant time) the necessary sanctions, permissions and approvals from the concerned authorities/ Competent Authority(ies) for '83MetroStreet'.

O. The Allottee had applied for commercial unit /commercial space with full knowledge and understanding of all the laws, notifications and rules as are applicable to the Complex, which also have been duly explained by the Promoter and understood by the Allottee(s). The Allottee(s), as per his/her satisfaction, has accepted the allotment of Commercial Space (in Bare Shell conditions only) (Shop/ATM Space/Food Court/Restaurant/other Commercial Space/ Multiplex/ Retail Space/Office Space etc.) in the said Complex after accepting all the terms, conditions and stipulations of this Agreement. The terms and conditions of Application Form shall be applicable to the extent where this Agreement does not cover any particular clause. Otherwise, this Agreement shall supersede the terms and conditions of the Application Form.

P. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;

R. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

S. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit/Space for Commercial usage along with parking (if applicable).

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit/Space for Commercial.

TERMS:

1. TOTAL SALE VALUE/CONSIDERATION FOR SALE OF THE COMMERCIAL UNIT/SPACE:

(a) In accordance with the terms and conditions set out in this Agreement, the Company hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Unit described in this Agreement with pro rata interest in the Common Areas, for a Total Sale Value / Consideration as mentioned in the **ANNEXURE-‘III’** as attached herewith.

(b) The Allottee has understood and agreed to pay the following price/charges mentioned below towards the purchase of the Commercial Space:

(i) **Basic Sale Price (BSP):** The BSP payable by the Allottee(s) shall be as stated in the Application Form and thereafter in this Agreement.

(ii) External Development Charges (EDC) / Infrastructure Development Charges (IDC):

All or any costs pertaining to payment of EDC/IDC, whether as down payment or in installments, shall be recovered from the Allottee(s) proportionately as determined by the Promoter. EDC /IDC has been calculated in accordance with the present rates as levied by the Director, Town & Country Planning, Haryana (**'DTCP'**), and in case there is any increase or revision in the same in future, or upon any reconciliation of accounts for actual amounts paid by the Promoter on account of EDC/IDC paid to the DTCP, any differential remains unpaid to the Promoter, the same shall be payable by the Allottee (s) as and when demanded by the Promoter without any delay, demur or objection. The EDC/IDC excludes charges which may be demanded by the State/Central Government or other statutory authorities for providing the facilities/service including electricity, water etc. or other infrastructures for the Complex or levy of proportionate development charges with regard to State/National Highways, transport, irrigation facilities etc., and in all such circumstances the charges (as levied by the Government or other statutory authorities) shall be recovered from the Allottee(s) in proportion to the area of the Commercial Space as per rates, terms and conditions determined and demanded by the Government or other statutory authorities. The amount of the aforesaid charges as apportioned by the Promoter shall be final and binding on the Applicant(s). In the event of any increase in such charges or in the event of introduction of any other/fresh levy/charges by the Government, payable whether prospective or retrospective even after the Conveyance/Sale Deed has been executed, then these charges/levies shall be treated as unpaid sale price of the Commercial Space, and the Promoter shall have a lien on the Commercial Space of the Allottee(s)/ for recovery of such charges.

(iii) Preferential Location Charges (PLC): The Allottee (s) agree(s) that the Corner PLC, Front Facing PLC, any other PLC (if applicable) as specified by the Promoter on applicable Commercial Space shall be additionally payable.

(iv) Interest Free Maintenance Security (IFMS): The Allottee (s) shall deposit in the manner and within the timeframe as stated in the Payment Plan with the Promoter/Maintenance Agency appointed by the Promoter, an Interest Free Maintenance Security towards maintenance of the common areas, facilities and equipment as specified in the Maintenance Agreement to be executed between the Allottee (s) and Promoter/Maintenance Agency.

(v) Exclusive Right to Use Car Parking: Covered car parking space/ exclusive right to use Car Parking space shall be allotted for the units in the said commercial complex till its availability.

(vi) All Other Allied/ Additional Charges (As applicable): Charges related to the water, Chiller Plant, Air Conditioning lines, sinking fund, labour cess and other utilities infrastructures and connection charges, fire-fighting equipment, etc., in the said Commercial Space and common areas pertinent to that Commercial Space, as per the requirement.

(vii) Costs & Expenses: The Allottee agrees and undertakes to pay all additional amounts, including but not limited to any additional costs, expenses, deposits, charges for bulk supply of electrical energy, installment of additional transformers, sub-stations or any transmission line in respect of the Project as demanded by the Company and/or the Maintenance Agency from time to time.

(viii) **Taxes:** The Total Sale Value is exclusive of all the taxes. The Applicant(s) shall pay Goods and Services Tax (GST), all government charges, rates, tax or taxes including but not limited to Value Added Tax (VAT), state sales tax, central sales tax, works contract tax, Levies, Cess etc. whether levied now or in future and made effective from or after the date of the allotment in proportion to the area of the said Commercial Space. In the event of any increase in such charges or in the event of introduction of any other/fresh levy/charges by the Government/Competent Authorities, payable whether prospective or retrospective even after the Conveyance/Sale Deed has been executed, then these charges/levies shall be treated as unpaid sale price of the Commercial Space, and the Promoter shall have a lien on the Commercial Space of the Allottee (s) for recovery of such charges.

(ix) **Other Statutory Charges:** The Allottee (s) shall further make payment of all statutory and third-party charges including registration charges, stamp duty charges, other incidental expenses thereto, inter alia other charges as imposed by any concerned authority time to time under any law for the time being in force, as and when demanded by the Promoter.

(x) The Allottee shall be responsible for the payment of the below mentioned Taxes from the date of handing over the physical possession of the Unit to the Allottee and the Project to the association of allottees or the Government Authority, as the case may be, after obtaining the occupation certificate in relation to the Project:

I. **Ground Rent:** Ground rent, if any, will be borne by the Allottee, in proportion to the area of his respective Unit to the total area of the complex.

II. **Property Tax:** Property tax will be payable by Allottee to the Government Authority. However, if assessment of property tax is not made separately for each Unit and a consolidated demand is made by the Government Authority in the name of the Company, then, in that event, the Allottee undertakes to pay his proportionate share to the Company on the basis of the area of the Unit to the saleable area within 7 (seven) days from such demand from the Company.

III. Wealth Tax, Fire Fighting Tax, Cesses or any other Taxes.

The Allottee(s) undertakes to pay the abovementioned charges and not to deny to pay on the pretext of not taking physical possession of the Unit even after handing over the possession by the Promoter.

(c) The Company hereby acknowledges receipt of booking amount paid for allotment of the said Unit by the Allottee, which shall constitute the part of Earnest Money for the said Unit for all intents and purposes. The Allottee understands and agrees that if the booking amount is below the 10% of the total sale value, then it shall be treated as part of Earnest Money for the Unit by the Company to ensure the fulfillment of terms and condition of the Agreement. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Company or in the event of failure of the Allottee to sign and return this Agreement in its original form to the Company within thirty (30) days from the date of its receipt by the Allottee, the Company shall be entitled to cancel the booking and forfeit the Earnest Money along with the interest on delayed payment/non-payment of due installments, and amount of non-refundable nature, brokerage paid, if any, and thereafter refund the balance amount, if any, within 90 days of such cancellation, subject to the availability of the funds in the separate account, wherein 70% of the amount to be maintained for the construction and development purposes, without affecting the ongoing construction of the said Commercial

Complex. The Allottee agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the Conveyance Deed and that the Allottee hereby authorizes the Company to effect such cancellation and forfeiture after providing a notice of 30 days prior to such cancellation.

(d) The Total Sale Value above excludes Taxes (consisting of Tax including but not limited to Goods and Services Tax paid or payable by the Company which may be levied, in connection with the construction of the Project payable by the Company) and other Allied charges and Maintenance Charges which shall be charged on rates as applicable.

(e) It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Allottee will make such payments to the Company in terms of the Agreement.

(f) The Company shall periodically intimate in writing to the Allottee, the amount payable as stated in the Schedule of Payments and the Allottee shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Allottee the details of the taxes paid or demanded along with the relevant Applicable Law together with dates from which such taxes/levies etc. have been imposed or become effective.

(g) The Total Sale Value is escalation-free, save and except increases which the Allottee hereby agrees to pay, to the extent payable to the Competent Authority and/or any other increase in the Total Consideration as may be levied or imposed by the Competent Authorities from time to time, which the Allottee shall be liable to pay proportionately along with other allottees in the Project. The Allottee also agrees that in case of any decrease (including with retrospective effect, if any) as may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made from the next installment due from the Allottee following the intimation of such decrease by the Promoter / Competent Authority, as the case may be. However, any abnormal increase in the construction cost shall be recoverable from the Allottees for the period of completion of the project including extension of completion period of the said Complex as per competent authority. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in Total Consideration attributable to cost / charges / fees / levies / etc as may be imposed by the Competent Authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee for the next installment due from the Allottee following the intimation of such increase by the Promoter/ Competent Authority.

(h) The Company agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to concerned Authority, banks and financial institutions, which are related to the Project). If the Company fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Company agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

(i) The other allied charges include the proportionate cost of fire-fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ government

order, directives, guidelines or change/amendments in Fire Codes including the National Building Code 2017, and any subsequent amendments thereof or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Allottee undertakes to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Company, such additional expenditure incurred thereon in proportion to the Area of the Unit to the total Area of all the units in the said Building as determined by the Company.

(j) In case the Promoter enriches / enhances the specifications of the Unit on the express instructions and advise of the Allottee as accepted by the Promoter and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Allottee as additional costs and charges and the Allottee agrees to pay the same to the Promoter, without any delay, demur and protest.

(k) In case the Promoter is required to make any additional provisions for and additional / specific provisions of certain specifications for and in relation to the units and/or for any additional features and services at the Project (including installation or make provision for alternate sources of generation / distribution of electricity), which results from any directives / instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Allottee agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.

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

(m) The Allottee understands and agrees that if the Promoter and/or the Maintenance Agency/ Association of Allottees, or their nominated agency, applies for and thereafter receives permission from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other body/ commission/ regulator/ licensing authority constituted by the Statutory Authority/ Government of Haryana/ Government of India for such purpose, to receive and distribute bulk supply of electrical energy in the Project, then the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/ direct electrical supply connection directly from any authority/ body responsible for supply of the same. Additionally, the Allottee undertakes to pay on demand to the Promoter proportionate share as determined by the Promoter of all deposits and charges paid/payable by the Promoter or the Maintenance Agency/ Association of Allottees to DHBVN/ any other body/ commission/ regulatory/ licensing authority constituted by the Government / Government of India/ Competent Authority. The Allottee agrees to pay any increase in the deposits, charges for the bulk supply of electrical energy as may be demanded by the Promoter/ the Maintenance Agency/ Association of Allottees from time to time.

(n) The Allottee hereby confirms and agrees that the Promoter shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee and any real estate agent and/ or any third parties and/or Person and/ or any agreement or understanding arrived at with the aforesaid persons.

(o) In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s), the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Unit.

(p) The Allottee agrees and understands that the car parking space assigned to the Allottee shall be understood to be together with the Unit and the same shall not have any independent legal entity detached or independent from the said Unit. The Allottee undertakes not to sell/ transfer/ deal with such exclusive right to use such car parking space independent of the said Unit. In case the Allottee has applied for additional parking space, same shall be subject to availability at the then prevailing rates and the same shall also be subject to this condition.

(q) The Allottee undertakes to park his vehicle in the allotted car parking space only and nowhere else in the Project. The Allottee agrees and understands that the Allottee shall not be entitled to use the other areas in the Building/Project reserved for services, maintenance staff etc. for parking his vehicles or any other usage.

2. MODE OF PAYMENT:

(A) The Allottee(s) shall make all payments through cheque/demand draft(s)/mail transfer/NEFT/RTGS in favour of “**S V Housing Private Limited**” payable at Gurugram/Delhi only. All payments made in this manner shall be subject to encashment. The date of credit into the above account shall be deemed to be the date of payment. In case the Allottee(s) default(s) in the payment of any installment or any other charges, then the Promoter are not under any obligation to send any demand letter or other reminder for payment of installment and/or other charges due, but not paid by the Allottee(s). In case of dishonor of any cheque, the Applicant(s) shall be liable to pay administrative charges equivalent to Rs. 2000/- (Rupees Two Thousand only) which shall also be without prejudice to the right of the Promoter to cancel the allotment.

(B) The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013) to deduct tax at source (TDS) @ 1% (one percent) from each installment / payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.

(C) The Allottee shall make all payments in time as per the Payment Plan opted by the Allottee and other applicable dues as may be demanded by the Promoter from time to time.

(D) All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Promoter in respect of the Unit.

(E) In case the Allottee has opted for a construction-linked payment plan, the Promoter, subsequent to time-linked installments, shall send call/demand notices for installments at the address/e-mail of the first-named Allottee available in the records of the Promoter, and such call/demand notices shall be deemed to have been received by the Allottee: (i) within five (5) days of dispatch by the Promoter, in case sent by speed post / courier; and (ii) immediately, in case sent by e-mail. It is understood and accepted by the Allottee that time linked demands including excavation shall be common for the Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan.

(F) The Allottee understands and agrees that although the Allottee may obtain finance from any financial institution/ bank/ entity or any other lawful source for the purchase of the Unit as may be permissible under Applicable Law however the Allottee's obligation to make timely payments for the Unit pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The rights of the financial institution/ bank/ entity shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee fails to make timely payments payable to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank /financial institution /entity.

(G) Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity from whom the Allottee has raised loan / finance for purchase of the Unit. In cases of any such refund being made by the Promoter directly to the bank/ financial institution / Non-Banking Financial Company / other lending institution / lending entity, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the Unit against the Allottee as well as such bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Unit.

(H) Save and except in the case of any bank/ financial institution/ entity with whom any agreement has been separately executed for financing the Unit, if any, the Promoter shall not accept any payments on behalf of the Allottee from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party. The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Allottee and any such Third Party shall not have any right, title and/or interest against the Unit and/or under this Agreement whatsoever.

The Promoter shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.

3. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

4. TIME IS ESSENCE:

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

(b) Save and except as specifically mentioned in this Agreement, it is agreed by the Allottee that the Company shall not be obliged to send demand notices and/or reminders regarding the payments to be made by the Allottee as per the Schedule of Payments or obligations to be performed by the Allottee.

5. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

(a) The Allottee represents that the Allottee has seen the proposed layout plan (as given under **Annexure-‘II’**), specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the Government Authority, as represented by the Company. The Company shall develop the Project in accordance with the said layout plan, building plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Company undertakes to abide by such plans approved by the Government Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws and shall have an option to make variations /alterations/ modifications in such plans, in the manner provided under the Real Estate Act.

(b) The construction of the Unit in the Project including the materials, equipment and fixtures to be installed therein shall be substantially in accordance with the specifications as given in **Annexure-‘VI’**.

6. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS:

(a) The Company shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of any sold Unit without the previous written consent of the Allottee as per provisions of the Real Estate Act or as per approvals/instructions/guidelines of competent authorities. Provided that the Company may make such minor additions or alterations, or such minor changes or alterations as per the provisions of the Real Estate Act or as per approvals/instructions/guidelines of competent authorities.

(b) The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for guidelines, permissions / directions or sanctions by the Competent Authority.

(c) The Company shall confirm the final area of the Unit after the construction of the Building is complete and the Occupation Certificate is granted by the Authority. The Total Sale Value payable for the Unit shall be recalculated upon confirmation by the Company. The Parties hereby agree that in the event of reduction in the area, the Company shall refund the excess amounts paid by the Allottee within 90 (ninety) days along with interest at the rate prescribed in the HRERA Rules, from the date when such excess amount was paid by the Allottee or adjust against the sale consideration/dues if any. It is further agreed that in the event of any increase in the measurement of the Unit/Space, which shall not be more than 3% (Three Percent) of the Unit Area as mentioned in this Agreement, the Company shall be entitled to demand the payable amounts along with the next due installment as per **Annexure-‘V’**. The Parties further agree that all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

7. POSSESSION AND CONVEYANCE DEED:

(a) Within 60 (sixty) days from the date of issuance of Occupation Certificate by the concerned Authorities, the Company shall offer the possession of the Unit/Space to the Allottee. Subject to Force Majeure and fulfillment by the Allottee of all the terms and conditions of this Agreement including but not limited to timely payment by the Allottee of the Total Sale Value payable in accordance with Payment Plan, along with stamp duty, registration and incidental charges and other charges in connection thereto due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company shall offer the possession of the Unit to the Allottee on or before SEPTEMBER, 2022.

(b) Subject to Clause 7(a) above, in the event the Company fails to offer possession of the Unit to the Allottee within the time lines stipulated in clause 7(a), the Allottee may claim for payment of compensation from the Company calculated at the same rate as the Delay Payment Charges over the amount received by the Company till date as per HRERA act. The Company and the Allottee have agreed that the Delay Payment Charges is just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall not have any other claims/rights, etc. of whatsoever nature;

(c) If, however, the offer of possession of the Unit is delayed due to Force Majeure, the time period for offering possession 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 for the period of such delay. The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Unit hereunder shall stand terminated and the Company shall refund to the Allottee. The Company shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

(d) Upon receipt of the Occupation Certificate, the Company shall issue a written notice ("**Possession Notice**") to the Allottee requiring the Allottee to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Company shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this Agreement or as may be payable because of any demands of any Authority, permit the Allottee to assume possession of the Unit after:

- (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
- (ii) Payment of the entire stamp duty, registration charges and other incidental charges. The Allottee may with the prior intimation to the Company raise and/ or avail loan from banks and other housing finance companies for this purpose only.
- (iii) Execution of necessary indemnities, undertakings, Maintenance Agreement and the like as may be required or determined by the Company in respect of the Unit and in the formats prescribed by the Company and to get the same stamped and registered, if required under Applicable Laws on payment of applicable stamp duty and other applicable charges directly by the Allottee.

(e) Subject to the Allottee fulfilling all its responsibilities stipulated herein and taking the possession of the Unit in accordance with the Possession Notice, the Company shall prepare and execute a Conveyance Deed to transfer the title of the said Unit in favour of the Allottee. The Company shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Company. At the time of execution of the Conveyance Deed, the Company shall handover lawful, vacant, peaceful, physical possession of the Unit and an undivided proportionate interest in the Common Areas to the Allottee.

(f) Subject to the Applicable Laws and payment of Total Sale Value, the Conveyance Deed shall be executed, in favour of the Allottee, within 3 (three) months from the date of issue of Occupation Certificate. If the Allottee delays in taking over the possession after offering by the Company, the Allottee shall be liable to pay maintenance charges and holding charges for the period of holding of Unit/Space by the Allottee.

(g) The Allottee agrees that if the Allottee is in default of any of the payments as afore-stated, then the Company shall have the right to withhold registration of the Conveyance Deed in the Allottee's favor till full and final settlement of all dues to the Company including the Delayed Payment Charges is made by the Allottee. The Allottee undertakes to execute the Conveyance Deed within the time stipulated by the Company in its written notice.

(h) Further, the Company shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent Authority, as the case may be, in accordance with Applicable Laws.

(i) The Allottee agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments, the date of handing over of the possession shall be extended accordingly, till the payment of all outstanding amounts to the satisfaction of the Company.

(j) Failure of Allottee to take Possession of Unit

Upon receiving a written intimation i.e. the Notice for Offer of Possession from the Promoter, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee as per the terms and conditions of this Agreement. In case the Allottee fails to comply with the essential documentation, undertaking etc. and/or fails to

take possession within the stipulated time as provided in the notice, then (i) the Allottee shall continue to be liable to pay the dues including the maintenance charges and holding charges @ Rs. 42/- (Rupees Forty Two Only) per sq. ft. per month of the Super Area of the Unit ("Holding Charges") shall be payable by the Allottee for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Allottee has been advised to take the possession; and (ii) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and holding charges as may be applicable thereon, have been fully paid by the Allottee. The Allottee agrees that such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement:

- (i) If the Allottee fails to pay all dues payable under this Agreement and/or in terms of this Agreement and/ or to assume possession of the Unit within the aforesaid time period, the Unit shall be and remain at the sole risk and cost of the Allottee.
- (ii) The Allottee agrees that such holding charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement.
- (iii) It is clarified that, payment of the maintenance charges with respect to the Unit shall be applicable and payable by the Allottee with effect from the last date given in the aforesaid Notice for Offer of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Allottee.

8. CANCELLATION BY ALLOTTEE:

Where the allottee proposes to cancel/ withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest money along with interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter), Brokerage Paid and any rebates/discounts availed earlier/ margin to the Allottee against the Unit. The rate of interest payable by the allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount, if any, of money paid by the allottee shall be returned by the Promoter to the allottee within ninety days of such cancellation subject to availability of the fund in the separate account to meet the expenses incurred in construction and without disturbing the construction and development of the said Project/Complex.

9. COMPENSATION:

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. If the promoter fails to complete or is unable to give possession of the Unit/Space due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in

respect of the Unit/Space, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for the period of delay, till the offer of the possession of the Unit/Space.

10. LOAN/FINANCE:

The Company shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage of the said Unit/Building/Project/Group Housing Colony subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of the Conveyance Deed. Such mortgage or charge shall not affect the right and interest of the Allottee.

11. REPRESENTATIONS AND WARRANTIES OF THE COMPANY:

The Company hereby represents and warrants to the Allottee as follows:

- (i) The Company has an absolute, clear and marketable title with respect to the Scheduled Land; the Company has the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the said Scheduled Land for the Project;
- (ii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except as disclosed by the Company at the time of the application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, there are no litigations pending before any court of law or Authority with respect to the said Scheduled Land, Project or the Unit;
- (iv) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Scheduled Land, Building and Unit and Common Areas;
- (v) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) Save and as otherwise as stated in this Agreement, the Company has not entered into any agreement to sell and/or development agreement or any other agreement / arrangement with any Person with respect to the Scheduled Land/Commercial Colony including the Project which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement. The Company shall have the discretion to sell any unit/space at any

price in the Complex for which no liability / damages shall be accepted by the Company in this regard;

- (viii) The Scheduled Land is not the subject matter of any Hindu undivided family and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Unit;
- (ix) The Company undertakes to pay and discharge all Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities in terms of the Applicable Laws, and further be charged from allottees, if payable by the allottees;
- (x) Save and except as disclosed by the Company at the time of the application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, no notice or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Scheduled Land) from any Authority has been received by or served upon the Company in respect of the Scheduled Land and/or the Project.
- (xi) The Company shall carry out the internal development within the 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 Said Land, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Company is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of EDC or similar charges to the extent set out herein. In the event the Competent Authorities are not able to provide such external facilities by the time the Unit is handed over to the Allottee, then the Allottee agrees and understands that such services and facilities shall have to be availed through Third Party agencies / vendors (such as, power-back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter / Association of Allottees.

12. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:

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

- (a) The Allottee has read and understood the relevant laws and Real Estate Act and implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee is in full consensus with the provisions of this Agreement in relation to the Act and shall at all times comply with the provisions of the Act and other applicable laws or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- (b) The Allottee shall have the ownership and possession of the said Unit along with the undivided proportionate share in the land on which the Building in which the Unit is located will be constructed, user interest in the Common Areas within the said Building only and other common facilities/amenities, if any, of the said Project. The Allottee will have no right to claim or bring

about any action for the division or partition of the Common Areas within the said Building/Commercial Colony/Project at any time which shall forever remain impartible/ indivisible. As the interest of the Allottee in the Common Areas is undivided and cannot be partitioned this would require him/her to use the Common Areas, harmoniously along with other occupants in the said Building/Project/Commercial Colony without causing any inconvenience or hindrance to them as the Common Areas and facilities are common for all allottees for the entire Commercial Colony. The Allottee agrees and understands that the Allottee shall be entitled to the undivided proportionate interest in no other common facilities /amenities in the Project except the Common Areas within the Building only. The Allottee hereby undertakes not to raise any construction whether temporary or permanent on the rear/front balcony/lawn/rooftop/terrace under his use.

(c) The Allottee has understood that the Company may transfer and convey its rights, title and interest in any portion of the Common Areas and all common amenities and facilities in the Commercial Colony, in favor of any co-operative society/association/society of allottee(s)/limited company/Allottee, to be formed for the common interest of all the allottees of any Unit/Buildings in the Project, in accordance with the Act, Real Estate Act and the rules framed there-under, as and when the same are made applicable to the Unit/Building or provision of any other law that may be applicable to the Unit/Building.

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

(e) The Allottee understands that this allotment and / or right and entitlement of the Allottee hereunder is non-transferrable / non – assignable. However the promoter may, on a request from the Allottee, permit such assignment / transfer on a case-to-case basis in compliance of the applicable laws at that point of time.

(f) The Allottee has full knowledge of the Applicable Laws applicable to the Scheduled Land and/ or the Building/Project. The Allottee has inspected all the approvals, permissions, sanctions, licenses, building plan(s), granted by DTCP / DTP and by such other competent authorities and/or related departments in favor of the Company and ownership record in respect of the Scheduled Land, and all such documents relating to the rights and title of the Company to develop/construct the Unit in the Building and have fully satisfied themselves about the rights, title and interest of the Subsidiary in the Scheduled Land and also the Company's rights to develop the Project and enter into this Agreement. The Allottee further acknowledges that the Company has readily provided all information/clarification required by them in this regard. The Allottee further agrees that the Allottee shall not demand, investigate or raise any objections in this regard at any time whatsoever hereinafter.

(g) The Allottee is aware of the terms and conditions contained in this Agreement and that the Allottee has clearly read and understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertakes to abide by and adhere to the same at all times.

(h) The Allottee acknowledges that the Company has readily provided all the information, clarifications as required by the Allottee and that the Allottee has not relied upon and is not influenced by any architect's plan, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the

Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Unit or the size or dimensions of the Unit 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, or any other data except as specifically represented in this Agreement.

(i) The Allottee is entering into this Agreement for the allotment of the Unit with the full knowledge of all Applicable Laws to the Project and hereby undertake to comply with and carry out, from time to time after they have taken over for occupation and use the said Unit all the requirements, requisitions and demands which are required to be complied with by any Development Authority/ Municipal Authority/ government or any other Competent Authority in respect of the said Unit, Project and/or Scheduled Land on which the Building/Project is situated at his own cost. The Allottee shall at all times indemnify and keep and hold the Company and its directors/employees/associates, etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.

(j) If the Allottee(s) is the resident outside India or having Non Resident Indian (NRI) or Overseas Citizen of India (OCI) status, such Allottee(s) clearly and unequivocally confirms he shall be individually and solely responsible for compilation with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India. The Allottee(s) shall also furnish the required declaration the Promoters in the prescribed format, with such permission/approvals/no objections to enable the Promoters to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoters, or in case of any implications arising out of any default by the Allottee(s), it shall be the sole liability and responsibility of the Allottee(s). The Promoters shall accept no responsibility in this regard and the Allottee(s) shall keep the Promoters fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate in writing to the Promoters immediately and comply with all the necessary formalities, if any, under the applicable laws. In event of non-fulfillment of the permission as mentioned above, the amount paid towards Sale Consideration paid will be refunded without interest, and with all deductions including all taxes, brokerage, if paid by the Promoters as per the cancellation process mentioned in this Agreement and the allotment cancelled forthwith and the Promoters will not be liable in any manner on such account. In case of Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), all refunds, if any, shall, however, be made in Indian Rupees and Allottee(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Consideration as mentioned above from the concerned authorities. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Allottee(s). The date in which such credit is made to the bank account of Allottee(s) will be considered as date of payment and no other date. Allottee(s) shall provide to the Promoters copy of the SWIFT message to trace the remittance in India.

(k) The Allottee(s) declares and confirms that the monies paid/payable by the Allottee(s) under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the

provisions of the Prevention of Money Laundering Act, 2002 and rules/ directions/ orders enacted pursuant to the same, from time to time (collectively “Anti-Money Laundering Regulations”). The Allottee(s) authorizes the Promoters to give his/ their personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/ her/their/its knowledge. The Allottee(s) further un-equivocally agrees and confirms that in case the Promoters becomes aware and/or in case the Promoters is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoters shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoters. In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Promoters to the Allottee(s) subject to the forfeiture clause and in accordance with the terms of the Application Form and Agreement only after the Allottee(s) furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s).

(l) The Allottee(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Unit and agree/s that it will be used only as per the regulations and designs concerning to the said Project/ building as approved by the said statutory authorities.

(m) The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified by the Promoters.

(n) That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Allottee(s) has specifically agreed with the Promoters that the allotment of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoters for occupation and use of the said Unit and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the consequences of non- compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.

(o) The Allottee agrees that the Company shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the allotment of the Unit applied for herein, in any way and the Company shall be issuing the payment receipts in favor of the Allottee only.

(p) The Allottee agrees to abide by and comply with the bye-laws or such rules and notifications issued from time to time by the Company or the designated Maintenance Agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Project, shop owner's cannot open any hindrance causing shops without approval of Developer, Maintenance Agency, Association. The allottee hereby specifically agree that he/she shall obtain the approval of the company/developer/maintenance agency as the case may be before allowing or entering into lease with any brand/company. Any non-compliance with such rules and notifications would be deemed to be an event of default.

(q) The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both),

and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any Applicable Law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transactions contemplated hereby.

13. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE:

Subject to the terms of the Agreement, the Company agrees and acknowledges that the Allottee shall have the following general rights and obligations in relation to the Unit as mentioned below:

- (I) The Allottee shall have exclusive ownership of the Unit;
- (II) The Allottee shall also have undivided proportionate share in the Common Areas. Since the right of the Allottee to use the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., of the Commercial Colony without causing any inconvenience or hindrance to them. It is clarified that the Common Areas shall be handed over to the association of allottees/competent authorities after obtaining the Occupation Certificate/part completion certificate/completion certificate from the competent authority, as the case may be in terms of Applicable Laws;
- (III) The Allottee has the right to visit the site to assess the extent of development of the Project and his Unit after taking prior appointment with the Company and following all safety norms, as the case may be.
- (IV) The Allottee hereby unequivocally authorizes the Company, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever. After the handing over of physical possession of the Unit to the Allottee, the Allottee shall have the following ancillary rights and obligations:

(a) Electricity, Water and Sewerage Charges

The electricity, water and sewer connection charges & security deposit (if any) shall be borne and paid by the Allottee. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Allottee undertakes to pay additionally to the Company/Maintenance Agency on demand the actual cost of the electricity, water and sewer connection and consumption charges and/or any other charge which may be payable in respect of the said Unit.

(b) Entry Regulations

It is in the interest of the Allottee to help the Maintenance Agency in effectively keeping the Unit, Building and/or the Commercial Colony/ Project secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Building/Project. Provision of such Entry Regulation would not create any liability of any kind upon the Company/Maintenance Agency for any mishaps caused by any miscreants.

(c) Permitted Use and No Nuisance and Annoyance

The Allottee shall use the Unit for commercial purposes only, and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or assets of other occupants or equipment in the Building/Project or use the Unit for any activity other than for commercial purpose and not put to use the Unit for any immoral, illegal or hazardous activity which would in any manner jeopardize the Company's

goodwill or reputation and indemnify and keep and hold the Company indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Allottee. The Allottee(s)' occupancy and use of the Unit shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Building/Project.

(d) Interior Maintenance & Insurance

The Allottee shall carry out all the interiors and refurbish the Unit at its own cost and expense and shall also have the right to change the flooring, wall finish, install air-conditioning unit(s), other electrical or electronic appliances so long as the same does not adversely affect the structure/facade of the Building in any way. The Allottee agrees and understands that the insurance and the interiors of the Unit shall be the Allottee's responsibility and the Company shall not in any case be held liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee, his agents, contractor or any one claiming under the Allottee.

(e) Signage/External Façade

The Allottee agrees that the Allottee shall not be allowed to do any modifications in the external façade, say in terms of "show windows" etc. and also in the internal openings such as shop entrances etc. The Allottee agrees and confirms that the Promoter has the absolute and unrestricted right over the terrace/ roof of the said Commercial Unit/Spaces or the building in which the Commercial Unit/Space is located, including all the signage areas for display board, hoardings, illuminated signboards, neon signs, etc. and other outer facades of the said commercial Units/ Spaces/Complex and has absolute authority to deal with the same in any manner as it may deem fit. The Allottee shall be responsible to install and maintain signage space, if allotted, in a well-lit, legible and in a proper manner at its own cost. The Allottee agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of Promoter from time to time. The Promoter may issue such guidelines / directions including but not limited for color scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee of such signages from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees/assigns or any other body or association of Commercial Units/ Spaces owners or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Promoter shall be released and discharged from all its obligations and responsibilities in respect of the signages. The Allottee further undertakes, assures and guarantees that he will not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the said Commercial Units or anywhere on the exterior of the said Commercial Units or common areas except at the places specifically earmarked and allotted by the Promoter.

(f) Alterations in the Unit

(i) The Allottee shall not make any such additions or alterations in the Unit so as to cause blockage or obstruction in the Common Areas and facilities within the Building and/or to cause any structural damage or encroachment to the structure of the Building in the Project.

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

(iii) The Allottee shall keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized. If, however, any alterations in the area already handed over to the Allottee, relating to the Unit is required to be carried out at the instance of or at the directions of the Government Authority or in any way pursuant to any statutory obligations, the same shall be carried out by the Allottee with the cooperation of the other occupants at his/their own cost under the guidance of the Company. The Company shall not in any manner be liable or responsible for the same and shall not bear the cost of such alterations, however, it has to be ensured that the fire-fighting detection arrangements and installations and other services are not disturbed in any way. In case any partition, internal decorations, false ceilings etc. of temporary nature, are carried out by the Allottee, then all necessary permissions from the Government Authority (if any required) will be obtained by the Allottee directly at his own expense.

Any breach of this provision shall enable the Company to seek remedies available under Applicable Laws including but not limited to payment of liquidated damages.

(g) Registration of Address

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

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

(h) Bulk supply of electricity

If the permission to receive and distribute bulk supply of electricity in the Commercial Colony is received by the Company or the Maintenance Agency or the association, the Allottee hereby undertakes to abide by all the conditions of the sanction of the bulk supply and to pay on demand proportionate share of all deposits or charges paid or payable by the Maintenance Agency/association to whom permission to receive bulk supplies and distribute the same is granted. The Allottee shall also be liable to pay the proportionate share of cost, incurred by the Company/Maintenance agency/association for creating infrastructure like HT Feeder, EHT Substation, etc. Subject to the forgoing, the Allottee shall execute any such document as may be required for the purpose specified herein

containing requisite terms and conditions. In case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply and undertakes not to apply directly to Haryana Vidyut Prasaran Nigam Limited ('HVPNL') or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than that being provided by the Company/Maintenance Agency.

(i) Power Backup

The Company shall provide power backup facility to the Commercial Colony/Project subject to timely payment of Maintenance Charges. The power backup for each Unit shall be made available through DG sets after accounting for an overall suitable diversity of 60% within the entire Commercial Colony, the ownership of which shall vest with the Company/its nominee (including Maintenance Agency). It is, however, accepted by the Allottee that for any additional load increase requirement, the capital as well as running cost, as intimated by the Company from time to time, shall be borne by the Allottee. Further, the said power back up facility is an additional feature and the Allottee herein shall not claim any loss /damage, whether direct or consequential, from the Company in the event of default on the part of the Maintenance Agency / association of Unit owners/ body providing the same or continue to provide the same. In the event the Allottee requires any further power back up for its appliances/equipments, the Allottee at its own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within the Unit. The said power back up facility shall be usage based and the Allottee shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. The Allottee accepts that it shall not claim any damage/loss whether direct or consequential from the Company/Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non- availability of the same for reasons beyond the control of the Company/Maintenance Agency/any other body providing the same.

(j) Association of Owners

The Allottee undertakes to join the association of the allottees as may be formed by the Company on behalf of the unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid portion of the Total Sale Value payable by the Allottee herein for the said Unit and execution of the Conveyance Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency. An application form, the form for formation of association, declaration and membership form duly executed by the purchaser, for the purpose of enrollment as a member of such association is attached hereto as **ANNEXURE-‘VII’**.

The Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Commercial Colony/Project.

14. MAINTENANCE OF THE COMMERCIAL COLONY/ PROJECT:

- a) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Maintenance agency / the association of Allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The maintenance shall be calculated and charged at the time of possession of the Unit/Space.
- b) In case, the allottee/ association of allottees fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.
- c) The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Unit by the Promoter and also for executing the Conveyance Deed of the Unit.
- d) In case the Promoter is not the Maintenance Agency, the relationship between the Promoter and the Maintenance Agency shall be on a principal-to-principal basis. The maintenance agreement shall be enforceable against the Maintenance Agency only and the Promoter shall not be responsible or liable for the same and the Allottee hereby agrees to keep the Promoter indemnified and harmless of all liabilities in this respect at all times.
- e) Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of Notice for Offer of Possession regardless of the actual date of possession or otherwise and the Allottee undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Allottee. The maintenance charges shall be recovered on such estimated basis, from all allottees chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- f) In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the date of Offer of Possession. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay holding charges from the date of Offer of Possession till the Allottee(s) takes actual possession of the Unit. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.

15. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

16. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ maintenance agency/ association of allottees / competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

17. USAGE:

(a) The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans and as permissible under Applicable Law. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as its car parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees, Maintenance Agency /Competent Authority for rendering maintenance services.

(b) The Allottee shall use the Unit only for shops and retail establishment or commercial purposes for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Tower / Building / Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any unit(s) above, below or adjacent to the Unit and/or anywhere in the Tower/ Building/Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities / Association of Allottees and prior notice thereof shall be given to the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be.

(c) The Allottee hereby agrees and confirms to indemnify the Promoter / Association of Allottees / the Maintenance Agency, as the case may be against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Unit for which the Allottee of the Unit shall be solely liable and responsible, without any recourse to the Promoter / Association of Allottees / the Maintenance Agency, as the case may be.

(d) The Allottee agrees not to fix or install air conditioners and/or heating units and/or any other equipment in the Unit (except at designated places in the Unit for such installation, provided such places for equipment installations are specified and permitted by the Promoter / Association of Allottees/ the Maintenance Agency/ the Competent Authority, as the case may be) or anything that in any manner alters, changes or otherwise modifies the external façade of the Unit/ Tower/ Building / Project.

(e) The Allottee agrees not to fix and/or install any antenna and/ or other telecommunication or other communication equipment on the roof top, terraces or external façade of the Tower/ Building except with the prior written consent of the Promoter/ Maintenance Agency/ Association of Allottees/ The Competent Authority, as the case may be, at only such places as may be earmarked for such purpose and on such terms and conditions as may be specified in this regard. The obligation to obtain the requisite permissions, sanctions, registrations, permits, approvals etc. from the Competent Authorities under the Applicable Laws for such installations on the roof top, terraces or external façade of the Tower/ Building or other places in the Project shall be that of the Allottee who shall obtain and keep valid the same at this own cost and expense.

(f) The Allottee shall give a prior intimation to the Promoter/ Association of Allottees/ the Maintenance Agency about all interior works proposed to be undertaken inside the Unit. In carrying out any such works and activities, the Allottee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under law and otherwise) and other applicable laws; and rules, regulations, bye laws and guidelines of the Association of Allottees/ the Maintenance Agency/; the structural integrity of the Tower / Building in which the Unit is situated / Mixed Land Use Development and shall not exceed electrical loads beyond the allocated limits. The Promoter/ Association of Allottees/ the Maintenance Agency shall have the right to inspect all interior works and where required, direct and require the Allottee to undertake such modifications or alterations in the interior works as may be necessary to ensure compliance with this clause.

18. INTERIOR WORKS CARRIED BY ALLOTTEE WITHIN THE UNIT

(a) That in the event after execution and registration of the Conveyance Deed, the Allottee intends to carry out any interior adaptations/ works in the Unit and seeks permission thereof, Promoter / Maintenance Agency / Association of Allottees may permit the same subject to the following conditions:

(i) Payments towards the maintenance charges are regularly and punctually paid and there are no arrears with respect thereto.

(ii) The work of interior adaptation undertaken by the Allottee shall not obstruct and/or affect the construction of the Promoter, if any being carried out in the Project and/ or the interior work being done and/ or carried out by any other allottee(s) of the Tower / Building / Project and/ or damage, loss to the structure and property of such other persons and/or cause any nuisance of any kind, which may be objectionable to the Promoter, and/or any other allottee(s), occupant(s) of and visitors to the Tower / Building / Project.

(iii) In carrying out any such works and activities, the Allottee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under Applicable Law and otherwise) and other Applicable Laws, rules, regulations, bye laws and guidelines of the Promoter / Maintenance Agency / Association of Allottees, as the case may be. The Allottee shall adhere to all fire and other safety regulations including the

structural integrity of the Tower / Building in which the Unit is situated and shall not exceed electrical loads beyond the allocated limits.

(iv) The Promoter / Maintenance Agency / Association of Allottees reserves its right to inspect all interior works and may where required, direct and require the Allottee to undertake such modifications / alterations in the interior works as may be necessary to ensure compliance with this clause.

(b) The Allottee shall ensure complete safety of material and the equipment kept in the Unit, to be used and/or useable in the interior works undertaken by the Allottee and the Promoter shall not be responsible and/or liable in case of pilferage, misplacement of such materials and/or equipment.

(c) Further, the Promoter / Maintenance Agency / Association of Allottees shall not be liable for any accident and/or injury caused due to negligence or default of the Allottee, to any employee, workman and/or any other person engaged/ contracted by the Allottee for doing the interiors in the Unit and/or any job or work relating thereto and/or any other person so affected/injured. Such liabilities, claims, demands etc. if any, shall be satisfied by the Allottee to the complete exclusion of the Promoter / Maintenance Agency / Association of Allottees, as the case may be. The Allottee shall indemnify and keep the Promoter / Association of Allottees / Maintenance Agency, as the case may be, harmless against all such claims or liabilities.

(d) While carrying out the interiors work in / in relation the Unit, the Allottee shall comply with all directions/ requirements as stipulated by the Promoter/ Maintenance Agency/ Association of Allottees and/or their respective authorized staff.

(e) The Allottee shall be permitted to carry out at his own cost, but without damaging the main structure of the Unit / Tower / Building and/or various systems of the Tower / Building / Project (including the sprinkler system/ smoke detectors provided inside the Unit) erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the business of the Allottee and as are permissible as per the rules, relations and bye-laws for the Project as provided for by the Promoter / Maintenance Agency / Association of Allottees, as the case may be.

19. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY:

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

20. INSURANCE:

The structure of the said Building may be insured against fire, earthquake, riots and civil commotion, militant action etc., by the Company or the Maintenance Agency, on behalf of the Allottee and the cost thereof shall be payable by the Allottee apart from the maintenance bill raised by the Maintenance Agency but the contents inside each Unit shall be insured by the Allottee at his/her own cost. The cost of insuring the Building structure shall be recovered from the Allottee according to their proportionate share in the Project/Commercial Colony through a consolidated bill raised periodically. The Allottee(s) shall not do or permit to be done any act or thing which

may render void or voidable any insurance of any Unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

21. COMPLIANCE WITH ACT AND REAL ESTATE ACT:

(a) The Allottee has confirmed and assured the Company prior to entering this Agreement that he has read and understood the Act, the Real Estate Act and all the rules and regulations framed thereunder and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that the Allottee is in full agreement with the provisions of this Agreement in relation to the Act, the Real Estate Act and all the rules and regulations framed thereunder and shall at all times comply, as and when applicable and from time to time, with the provisions of the any other laws dealing with the matter.

(b) If the said Unit and the Project in which it is located is subject to the Act, the Real Estate Act and all the rules and regulations framed thereunder or any statutory enactments or modifications thereof, the Common Areas and facilities and the undivided interest of each Unit owner in the Common Areas and facilities as specified by the Company in the Declaration which may be filed by the Company in compliance with the Act, shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the said Unit in the Project shall be limited to and governed by what is specified by the Company in the declaration, which shall be in strict consonance with this Agreement.

22. BINDING EFFECT:

(a) 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 with all the annexures along with the payment(s) due as stipulated in the Schedule of Payment at the address of the Company within 30 days from the date of receipt by the Allottee of this Agreement and the copy of this Agreement duly executed by the Company being delivered to the Allottee.

(b) If the Allottee fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its receipt by the Allottee, then the procedure given under this Agreement shall be resorted to and the Agreement shall be cancelled and the Earnest Money along with interest on Delayed Payment Charges, brokerage, if any, shall stand forfeited.

23. ASSIGNMENT/ TRANSFER:

After allotment of the Commercial Space the promoter may, on a request from the Allottee, permit such assignment / transfer on a case-to-case basis in compliance of the applicable laws at that point of time only after making payment of administrative charges calculated per square feet of the Commercial Space along with area of undivided interest, by the Applicant(s) at the time of transfer/assignment of the Commercial Space after the lapse of 18 Months from the date of the Application Form for the booking of Commercial Space or completion of 35% / all dues of Total Sale Value as per the payment plan, whichever is earlier, It is specifically clarified by the Promoter that consent to transfer/assignment may be denied by the Promoter in its sole discretion if the applicable laws and notifications or any directions of the government in force does not permit for such assignment/transfer, and shall also be subject to the terms and conditions. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may

arise from such assignment/transfer, if so permitted by the Promoter at its sole discretion. In the event the payment for the Commercial Space was made by the Applicant(s) by raising funds/loans from any financial institutions/bank, the substitution would be accompanied by a no objection letter/certificate from the concerned financial institutions/ bank.

24. ENTIRE AGREEMENT:

This Agreement along with the preamble, recitals and all its annexures is the only Agreement touching upon the purchase of the said Unit by the Allottee and this Agreement along with its annexures supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement signed between the Parties.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS / SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit/ Building / Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent allottee(s)/ assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

27. SEVERABILITY:

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

28. INDEMNIFICATION:

(a) The Allottee hereby undertakes to keep and hold the Company indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Company or made or taken against the Company, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee or by any act or omission, negligence or fault of the Allottee, misrepresentations or willful misconduct,

or due to non-compliance violations or non-compliance of any Applicable Laws in respect of compliance of the terms of this Agreement or otherwise.

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

29. COUNTERPARTS:

Two copies of this Agreement shall be executed in two originals and the Company shall retain the first and send the second executed copy to the Allottee for his reference and record. However, number of copies may vary as per the guidelines of the concerned office of the Sub-Registrar at Gurgaon.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Company through its authorized signatory at the Company's Office. After the Agreement is duly executed by the Allottee and the Company, the said Agreement shall be registered at the office of the Sub-Registrar at Gurgaon. Hence this Agreement shall be deemed to have been executed at Gurgaon.

31. NOTICES:

(a) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 5th (fifth) working day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

(b) The notice details of each of the Parties for the purposes of this Agreement:

Party Notice Details

Company: M/s S V Housing Private Limited, Plot No. 130, Ground Floor, Sector-44, Institutional Area, Gurugram-122003, Haryana.
E-mail: info@svhousing.in

Allottee:

32. JOINT ALLOTTEE(S)

In case there are joint allottee(s) all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by the Allottee, which shall for all purposes be considered as served on all the allottee(s).

33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in Project/Commercial Colony, the same shall be the proportion which the Super Area of the Unit bears to the total Super Area of all the units in the Building/Project.

34. SAVINGS:

Any application, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit, prior to the execution and registration of this Agreement for such Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or Real Estate Act.

35. LAWS OF INDIA:

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

36. GOVERNING LAW AND DISPUTE RESOLUTION:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force.

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate Act, Rules and Regulations.

All or any disputes arising out of or in connection with this Agreement which are not within the scope and purview of Real Estate Act, shall be settled amicably by mutual discussion, failing which, the same shall be referred to and finally resolved by arbitration pursuant to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereto. The seat and venue of the arbitration shall be Gurgaon, India. The language of the arbitration proceedings shall be English. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Company.

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

Signed and Delivered by the within named **ALLOTTEE(S)** in the presence of witness at Gurugram on the day and year first mentioned above:

Signature of First/Sole Allottee _____
Name:

Signature of Second Allottee _____
Name:

Signature of Third Allottee _____
Name:

Signed and Delivered by the within named Company in the presence of witness at Gurugram on the day and year first mentioned above.

For and on behalf of S V Housing Private Limited

Name:

Signature:

Witnesses:

1. Signature _____

Name:

Address:

2. Signature _____

Name:

Address:

ANNEXURES

ANNEXURE 'I' –	DETAILS OF THE UNIT/COMMERCIAL SPACE
ANNEXURE 'II' –	LAYOUT PLAN
ANNEXURE 'III' -	TOTAL SALE VALUE/CONSIDERATION
ANNEXURE 'IV' –	UNIT PLAN
ANNEXURE 'V' –	PAYMENT PLAN
ANNEXURE 'VI' –	TENTATIVE SPECIFICATIONS
ANNEXURE 'VII' –	PROFORMA OF MEMBERSHIP APPLICATION FORM

ANNEXURE 'I'
DETAILS OF THE UNIT/ COMMERCIAL SPACE

- a) Type: _____
(Shop/ ATM Space/ Commercial Space/ Retail Space/ Food Court/Restaurant/ Entertainment/
Office Space/ Multiplex)
- b) Unit/ Commercial Space No. _____
- c) Floor _____
- d) Whether Lockable or Un-lockable _____
- e) Carpet Area _____ Sq. Ft. (_____ Sq. Mtr.)
- f) Super Area _____ Sq. Ft. (_____ Sq. Mtr.)
- g) Location of the Parking Space _____

ANNEXURE 'II'
LAYOUT PLAN

ANNEXURE 'III'

TOTAL SALE VALUE/CONSIDERATION

Total Sale Value:

a) Basic Sale Price (BSP): @ Rs. _____ per sq. ft.,

Total BSP: Rs. _____

b) Preferential Location Charges: (Corner, Front Facing, any other PLC as applicable)

1. _____ @ Rs. _____ per sq. ft., Total Rs. _____

2. _____ @ Rs. _____ per sq. ft., Total Rs. _____

c) EDC/IDC: @ Rs. _____ per sq. ft. Total Rs. _____

d) Exclusive Right to use car parking charges (single): Rs. _____

(Total No. of Parking _____)

e) IFMS @ Rs. _____ per sq. ft., Total RS. _____

f) Other Allied Charges such as Power Back-Up , Chiller Plant & Air conditioning lines, electricity connection, water, sewerage, bulk electric connection deposit, electric & water meter deposit, firefighting, other utilities infrastructure and connection charges etc. expected to stand approximately at the rate of Rs. 400/- per sq.ft. Other allied charges cannot be ascertained as on date due to variation in government charges thus not included in total sales value, but will have to be paid by the allottee at the time of offer of possession as per actual.

*TOTAL SALE VALUE: Rs. _____/-
(Rupees _____ Only) **(Excluding Allied Charges)**

[Please note that EDC/IDC has been calculated in accordance with the present rates as levied by the Director, Town & Country Planning, Haryana ('DTCP'). The EDC/IDC shall be payable by the Applicant(s) on the basis of actual payment made by the Promoter, to the DTCP, Haryana. The Other Allied Charges shall be payable at the time of offer of possession or as and when demanded by the company.]

*As per today's calculation, the above mentioned allied charges is approximately Rs. 400/- PSF, however, it is hereby clarified that any variation/increase in the allied charges shall be chargeable from the Allottees without any protest or demur in this regard.

*The Total Sale Value is exclusive of GST/any other tax/levy/cess/labour cess as applicable, stamp duty, registration, documentation charges, maintenance charges and Other Allied Charges which shall be additionally payable by the Applicant(s) in accordance with the opted Payment Plan as per ANNEXURE-'V'. Super Area is mentioned only for the purpose to calculate Total Sale Value/Total Price of the Commercial Space.

(1 Sq. Mtr. = 10.7639 Sq. Ft.)

(1 acre = 4046.86 Sq. Mtr.)

ANNEXURE 'IV'
UNIT PLAN

ANNEXURE 'V'
PAYMENT PLAN

ANNEXURE 'VI'
TENTATIVE SPECIFICATIONS

Number of Floors	: G+20
Building Height	: (can vary as/ Arch Design)
Floor to Floor	: Ground Floor 6.0 m Typical Floor 4.0 m Basements 4.65 m
Floor to Ceiling	: Ground Floor 5.75 m(Without services)
Typical Floor	: 3.75 m (Without services)
Elevators:	
Passengers Elevators	: 20 passengers with speed of 2.5 m/ sec + one panoramic elevator (Mitsubishi/ OTIS or equivalent)
Service Elevators	: OTIS/ Schindler/ Thyssenkrupp/ Hyundai
Atrium	: Atrium for leisure activities and retail outlets/ATMs Independent access to each block
Structural System	: GOVERNED BY STRUCTURAL DESIGN SYSTEMS
Foundation	: As per structural design
Floor Slab	: Beam Slab System with beam depth upto 750 mm
Typical Column Sizes	: 750mmx750mm, 600mmx1200mm, 900mmx900 mm)
External Façade	: Glass structural glazing & as per architectural façade – Granite/Stone cladding
Flooring:	
Atrium	: Imported Marble/ Granite
Entrance & Lift lobbies	: Italian Marble / Granite
Basement	: Concrete with non-metallic floor hardener (TREMIX)
Tenant Floor finish	: 75mm clearance (FLOORING BY TENANT)
Passenger lift cab	: SS panels, Granite Flooring
Toilet	: Floors & walls in ceramic tiles
False Ceiling	: In Lobby, Closed Corridors & Toilets (POP/Gypsum) In Toilets (POP/ Grid Ceiling)

Office Entrance Lobby:

Walls : Italian Marble stone Cladding/ Veneer/ Glo Board on Walls with Reception/ Security Desk

Corridor Flooring : GF Level Granite/ Italian & Upper levels Vitrified Tiles

Typical Lift lobby finish: Italian Marble stone Cladding/ Veneer Paneling on walls/ Texture Paint/Lacquered Glass/ HPL.

Internal Signages : Brushed Stainless steel signage in statutory exits
Entrance lobby

External Signages : Stone/aluminium/Stainless building signage at entrance

Total Parking:

Basement parking : as/ design requirement

Parking at ground level : as/ design requirement

Security:

Video Surveillance : External access points
Car park areas Atrium
Lobby Passenger lift cab
Option for connection of camera in tenant's lift lobby

Manned Security : At all entry, exit points and patrol as needed

Life Safety:

Wet Riser/ Hose Reels : Located near each staircase

Sprinklers : Fully provided in all levels and primary distribution on each floor.
Tap off points available for secondary distribution

Fire Hydrants : Provided at all levels as per design

Hand held Extinguishers : Provided as required in Fire Fighting bye laws basis

Fire Detection : Main alarm panels, break glass contacts, smoke and heat detectors provided within all public areas. Provision of connection from tenant's area to main system

HVAC:

HVAC System : Central chiller system for Multiplex & Closed common covered area, if required for F&B, In Retail area on water cooled DX system. AHU's/ internal fit outs by tenants.

BMS and Controls : System monitoring the principle operations of the building. Control system fully integrated with the security, fire alarm and lift control systems

Ventilation and Exhaust : Provided for toilets and basements separate ventilation for DG/ STP.

Electrical:

Electrical Risers : Provided as per design

Distribution Boards : Feeds, splitters and panel boards serving tenant from load side provided. All wiring till entry to tenant's premises.

Metering : Metering split into common loads and tenant loads which will be sub- metered Lighting protection & Lighting pits provided for base building. Provision for tenant Earthing pits connection to earthing pits.

Fire Alarm System : Main alarm panels, break glass contacts, smoke and heat detectors provided within all public areas. Provision of connection from tenant's area to main system

Emergency Lighting : Emergency light fixtures (connected to all areas with UPS). Provided on escape route and at all means of egress.

DG:

Diesel Generators : 100% fully automatic backup provided for lighting power and AC

Features : Automatic voltage regulator, PLC based auto-starting, auto-load balancing AMF panel system provided.

Communication:

Satellite Connector : Spatial and structural provision for installing satellite dish on roof, Spatial provision for cables from dish to tenant's area

Voice and Data Risers : Fillers and cable trays provided

Telephone Incomers : Cabling from junction back to tag blocks at each floor

WIFI : To be provided as per Consultant advice

ANNEXURE ‘VII’
PROFORMA OF MEMBERSHIP APPLICATION FORM

Date: [insert]

[insert Name & address of Sender]

The Secretary

The 83MetroStreet Owners Association

Sector 83, Gurgaon

Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into a Commercial Unit/Space Buyer’s Agreement with SV Housing Private Limited to purchase a Commercial Unit/Space bearing no. _____ in the Project “83MetroStreet” at Village- Sihi, Sector-83, Gurugram, Haryana.

I/We request to be enrolled as member of “83MetroStreet Owners Association” and I/we herewith remit a sum of Rs. [●]/- (Rupees [●] only) through cash/cheque bearing no. [●] dated [●] drawn on [●] bank, towards entrance fee (non-refundable) of the said association.

Thanking You

Yours Sincerely

Allottee

FOR ENDORSEMENT