

# **BUYER'S AGREEMENT**

**CONSCIENT ONE  
GURGAON**

**SECTOR-109, GURGAON, HARYANA**

**Please read carefully**

**Important instructions to the Allottee(s)**

Any one desiring to purchase a Unit will be required to execute two (2) copies of the Agreement (hereinafter defined) for each Unit desired to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Unit and should be read carefully by each Allottee(s). The Allottee(s) is deemed to have read each and every clause of this Agreement carefully; understood the legal implications thereof, his obligations, liabilities and limitations to the Company (hereinafter defined), as set forth in the Agreement.

The Allottee(s) shall thereafter, execute and deliver both (2) copies of the Agreement to the Company within Forty-Five (45) days from the date of dispatch of Agreement through registered post/courier by the Company. On failure of the Allottee(s) to return the duly signed Agreement within the stipulated time, the Application (hereinafter defined) of the Allottee(s) shall be treated as cancelled by the Company and on such cancellation, the monies paid under the Application Form shall stand forfeited and the Allottee(s) shall be left with no right, title, lien or interest whatsoever in the Unit (hereinafter defined).

This Agreement shall not be binding on the Company until executed by the Company through its authorised signatory.

The Company reserves the right to request thorough identification, financial and other information, as it may so desire concerning the Allottee(s).

The Allottee(s) confirms having read and understood the above instructions and each and every clause of this Agreement and the Allottee(s) now executes this Agreement being fully conscious of his rights and obligations and limitations to the Company here under and undertakes to faithfully abide by all the terms and conditions of the Agreement.

**Instructions for execution of the Buyer's Agreement**

- (i) Kindly paste at the place provided, color photographs including of all joint Allottee(s) and sign across the photographs.
- (ii) Both (2) signed copies of the Buyer's Agreement with all the Annexures in their original form shall be returned to the Company by registered post (AD)/hand delivery only within the time stipulated in this Agreement.

**BUYER'S AGREEMENT (CUSTOMER COPY)**

**Buyer's Agreement No.** : C1/\_\_\_\_\_  
**Project** : Conscient One  
**Serviced Suite No.** : \_\_\_\_\_  
**Floor** : \_\_\_\_\_  
**Block** : \_\_\_\_\_

Passport Size  
Photograph  
(First/Sole-  
Allottee)  
**KINDLY CROSS**  
**SIGN**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 (Two Thousand Fifteen).

**BETWEEN**

M/s. Conscient Infrastructure Pvt. Ltd., a Company registered under the Companies Act, 1956, having its registered office at K-1, Green Park Main, New Delhi -110016 through its Authorised Signatories Mr. Ajay Gupta and Mr. Rajat Jain duly authorized by Board Resolution dated 9<sup>th</sup> February 2015 ,hereinafter referred to as the "Company" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns and all those claiming through it).

**AND**

1. **Mr.** \_\_\_\_\_  
Son of **Mr.** \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

(hereinafter singly/jointly, as the case may be, called "Allottee" which expression shall, unless it be repugnant to the context of meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, assigns and all those claiming through him/her).

WHEREAS the Company is in possession of all the land comprised in Rectangle No. 17, Killa No.12(7-2), 13(8-0), 18/1(2-1), 18/2(3-16), 19/1(1-5), 22/2(1-14) and 23/1(5-16) situated at Sector-109, Gurgaon, Haryana (hereinafter referred to as the Said Land).

AND WHEREAS the said Land is a part of the License bearing No. 102/2008 dated 15.5.2008, which has been obtained from the Director, Town and Country Planning, Chandigarh, Government of Haryana (DTCP) for development of the Commercial Colony on the said land.

AND WHEREAS the Company has sufficient expertise and experience and sufficient resources and manpower at its disposal for developing such Commercial Complex and has agreed to employ its resources and expertise to develop a Commercial Complex by the name and style of "**Conscient One**" on the Said Land.

AND WHEREAS the Company is fully entitled to design, construct, promote, market, own, sell, receive consideration and transfer the Retail Units/Office Spaces/ Units /Restaurants/Food Court Units etc. in the aforesaid Commercial Complex in accordance with the building plans duly approved by the Director, Town & Country Planning Department, Haryana. However, the Company has since also revised the building plans, approval for which shall be obtained from Director, Town and Country Planning Department, Haryana in due time. Further, the said proposed revised plans have been duly shown to the Allottee and the Allottee has given his no objection to same. The aforesaid Commercial Complex along with facilities & common areas is hereinafter referred to as the "Said Complex". Further, the Company is entitled to market and undertake sales of the saleable areas of the Said Complex including being fully authorized to execute all necessary documentation such as Buyer's Agreements, sale documentation etc. and to receive consideration from the prospective allottee(s)/purchasers.

AND WHEREAS the Allottee has verified from the Company and the Company has allowed the Allottee's inspection of the Said Land, building plans, proposed revised building plans, ownership record of the Said Land and other documents relating to the area, title, competency and all other relevant details and the Allottee is fully satisfied in all respect with regard to the area, right, title, all other stated facts and authority of the Company to enter into this Agreement.

AND WHEREAS the Allottee had approached the Company desirous of obtaining a **Unit** in the said Complex and he has sought allotment of a Unit in the said Complex having super area of approximately \_\_\_\_\_sq.ft.\* on \_\_\_\_\_ floor of the said Complex and covered area of about. \_\_\_\_\_ sq. ft.\*. The

Allottee accepts that the aforesaid area is tentative and subject to change on completion of the construction of the said Unit fully described hereinafter. The Allottee confirms that he has applied for the allotment of the said Unit with full knowledge of the terms & conditions contained in this Agreement and the applicable law, rules, regulations in respect of the Said Complex.

AND WHEREAS on the said assurances and representations of the Allottee, the Company has agreed to allot Unit No. \_\_\_\_\_ in Block- \_\_\_\_\_, having super area of \_\_\_\_\_ sq. ft.\* (covered area \_\_\_\_\_ sq.ft.\*) on \_\_\_\_\_ floor (hereinafter referred to as the "Said Serviced Suite") in the said Complex being "**Conscient One**" situated at Sector-109, Gurgaon, Haryana as per the bye-laws & other documents to be signed by the Allottee and to form an integral part and parcel of this Agreement.

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

1. **RECITALS, SCHEDULES AND ANNEXURES**

1.1 That all recitals, annexures and schedules to this Agreement shall form an integral part of this Agreement.

2. **RULES OF INTERPRETATION**

In this Agreement, unless the context otherwise requires:

2.1 Headings are for convenience only and shall not affect interpretation;

2.2 Words denoting the singular number shall include the plural and vice versa;

2.3 Words denoting any gender shall include all genders;

2.4 Words denoting persons shall include bodies of persons and corporations and vice versa;

2.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;

2.6 References to any Party shall include the party's successors and permitted assigns;

2.7 References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;

2.8 Documents executed pursuant to this Agreement form part of this Agreement;

2.9 Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;

2.10 Reference in this Agreement to 'Recitals' and 'Clauses' are to the recitals and clauses of this Agreement;

2.11 If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

3. **DESCRIPTION OF SAID SERVICED SUITE**

3.1. That the Company hereby agrees to sell and the Allottee hereby agrees to purchase the Unit No. \_\_\_\_\_ in Block- \_\_\_\_ in the Said Complex (hereinafter referred to as the "Said Serviced Suite") having super area of \_\_\_\_\_ sq. ft.\* (covered area of \_\_\_\_\_ sq.ft\*) on \_\_\_\_ floor as detailed below at the basic sale price mentioned against it along with all other charges described more particularly in Payment Schedule annexed to this agreement as **Annexure - V** and upon the terms & conditions set out hereinunder as mutually agreed by and between the parties hereto.

Type	Unit No.	Block & Floor	Super Area In sq. ft.*	Basic Sale Price (₹/sq.ft.)
Serviced Suite "STUDIO"	_____	Block - ____ Floor - ____	_____	_____/-

\* 1 Square Meter = 10.76 Square Feet

The provision of basement in the said Complex does not entitle the Allottee to the facility of parking his car(s) therein unless he has acquired the right to use of car parking space in the basement under this Agreement or a separate arrangement with the Company, as the case may be.

3.2.(i) That the Allottee agrees that for the purpose of calculating the basic sale price of the Said Serviced Suite, the super area shall be the sum of covered area of the Said Serviced Suite and its pro-rata share of common areas in the said Complex. The covered area of the Said Serviced Suite shall include 100% of the internal walls other than common walls of which it shall include 50%. 'Common Areas' shall mean all such areas as are declared to be common areas by the Company. The Allottee has also specifically understood mode of the Super Area calculations and has accepted the same. The definition of super area for the purposes of this Agreement and the Said Serviced Suite is provided in **Annexure – I**.

3.2.(ii) It is clarified that the Company shall retain undivided proportionate share in the Said Commercial Complex to the extent of the super area of the basement to be used for parking

of cars and remain a co-owner with other Allottees in the Said Serviced Suite to the required extent.

3.2.(iii) It is further clarified that the Company shall have the absolute right to sell or assign its interest in the car parking area in the basement to any person / persons at its sole discretion in any manner as it deem fit. The Allottee has no right of usage or interest of any nature in the basement parking unless it is specifically allotted to him. The basement parking is not included in the Common Areas of the Said Complex but shall be deemed to be Limited Common Areas.

3.3. That the cost of the firefighting equipments has been included in the basic sale price mentioned in clause 3.1 supra. If, however, due to any subsequent legislation / government order or directive or guidelines or if deemed necessary at the sole discretion of the Company, additional fire safety measures are undertaken, then the Allottee agrees to pay on demand the additional expenditure incurred thereon on a pro-rata per sq. ft. basis as determined by the Company, which shall be final and binding on the Allottee. In case of such additional expenses as provided above, the same shall be charged in proportion to the super area of the Said Serviced Suite.

3.4. That the basic sale price mentioned in Clause 3.1 above is inclusive of the cost of providing electric wiring upto a single common point in the Said Serviced Suite upto a load of 3.75 KVA (for every 500 sq. ft. super area or part thereof). If the Allottee desires additional load, then, he will apply for the same to the Company/Maintenance Agency by paying additional cost as intimated by the Company/Maintenance Agency. The above said basic sale price does not include electric connection charges, service lines charges and electric and water meters which shall be got installed by the Developer at extra cost. Electric connection charges will be charged extra and the amount payable will inter-alia cover the cost payable to the Company for the service connection, service lines, sub-station equipment, cost of area under the subject installation and security deposit etc. The Allottee will be required to pay the charges pro-rata per sq. ft. as demanded by the Company. The expenses will be charged in proportion to the super area of the Said Serviced Suite.

#### **4. USAGE OF THE SAID SERVICED SUITE**

4.1. That the Said Serviced Suite shall be used only strictly in accordance with the use permitted by the Director, Town & Country Planning, Haryana. The Allottee shall not alter or change the earmarked use and shall not use the Said Serviced Suite for any other purpose which may or is likely to cause nuisance or annoyance to occupants of other Serviced Suites/Units in the said Complex or for any illegal or immoral purpose or for any objectionable activity (ies) which may

cause foul smell, excessive smoke, pollution, noise, disturbance to other owners/occupants or to do or suffer anything to be done in or around the said Complex which tend to cause damage to any flooring or ceiling of any space over, below or adjacent to the said Complex or in any manner interfere with the use thereof or of Units, passages, corridors or amenities available for common use. The Allottee agrees and undertakes that he shall not do any interior work and / or commence any related activity except with the prior written approval of the Company. The Allottee hereby indemnifies the Company against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible.

4.2. That the basement shall consist of car parking Spaces and area earmarked to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments, circulation areas etc. and other permitted use as per zoning plan/building plans. The Allottee shall be permitted access and allowed to use the basement in accordance with the use permitted under the zoning plan/building plans approved by the Director, Town & Country Planning, Haryana and to the extent provided in this Agreement only. The basement shall not be allowed to be used for the purpose of storage or any purposes other than specified in this Agreement and the Allottee undertakes not to erect any partition or undertake any construction in the basement. The Allottee shall keep the Company indemnified and harmless against any breach / violation of the terms hereof.

## 5. PAYMENTS

5.1. That the Allottee has already paid a sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at the time of booking, the receipt of which the Company hereby acknowledges and the Allottee shall and doth hereby agrees to pay the remaining Basic Sale Price and all other charges as described in the Payment Schedule (**Annexure-V**) attached with this Agreement and in the manner specified herein.

5.2. That the Company and the Allottee hereby agree that the amounts paid to the extent of 15% of the basic sale price of the Said Serviced Suite shall be treated as the earnest money.

5.3. That the Allottee shall make all payments through A/c Payee Cheque(s)/ Demand Draft(s)/Pay Order (s)/RTGS in favour of "Conscient One" payable at New Delhi/Delhi. Upon clearance of above payment, receipt shall be given in relation thereto by the Company to the Allottee. TDS (If applicable) shall be deducted on all payments by the Allottee.



- 5.4. That the Allottee authorizes the Company to adjust/appropriate all the payments made by him under any head(s) of dues against outstanding including but not limited to outstanding interest etc., if any, in his name(s) as the Company may, in its sole discretion, deem fit and the Allottee undertakes not to object or direct the Company to adjust his payments in any manner otherwise than as decided by the Company in its sole discretion. The Allottee hereby expressly waives the requirement(s), if any, of service of any notice of appropriation.
- 5.5. That the timely payment of installments as stated in Payment Schedule (**Annexure-V**) and all other charges and taxes including but not limited to applicable stamp duty, registration fee, maintenance charges, service tax, VAT, BOCW (The Building and Other Construction Workers) Cess etc. payable under this agreement and/or law as and when demanded is the essence of this Agreement.
- 5.6. 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 Said Serviced Suite applied for herein, in any way and the Company shall be issuing the payment receipts in favour of the Allottee only.
- 5.7. That it shall be incumbent on the Allottee to comply with the terms of payment and/or other terms & conditions of this agreement failing which the Company shall be at liberty, upon giving one month cure notice, to forfeit the entire amount of earnest money alongwith the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker), service tax etc. and whereupon this Agreement shall stand cancelled and the Allottee shall be left with no lien, right, title, interest or claim of whatsoever nature in the Said Serviced Suite and / or under this Agreement. The Company shall thereafter be free to resell and/or deal with the Said Serviced Suite in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money, processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker), service tax etc. shall be refunded to the Allottee by the Company only after realizing the amounts on further sale/resale to any other party, without any interest or any compensation of whatsoever nature. The Company shall have first lien and charge on the Said Serviced Suite for all its dues and other sums payable by the Allottee to the Company under this Agreement.
- 5.8. That it is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the

Allottee as per Payment Schedule (**Annexure-V**) and that without prejudice to what has been stated in the preceding clause, the Company may, at its sole discretion, waive the breach of Agreement committed by the Allottee in not making the payments at specified time but on the condition that the Allottee shall pay simple interest at the rate of 18% per annum for the period of delay and such other penalties as the Company may impose.

5.9. That the Allottee shall not be entitled to get the name(s) of his nominee(s) substituted in his place. The Company may, without prejudice to its rights under any Act, Rules or Regulations, permit such nomination on such terms & conditions, which it shall impose including payment of such nomination charges as may be determined by the Company from time to time. Further, in case any charges, registration charges, registration fee, administrative charges, levies, duties, taxes, stamp duty or increased stamp duty etc. become payable on this account due to any legislation, rules & regulations, such charges, registration charges, registration fee, administrative charges, levies, duties, taxes, stamp duty or increased stamp duty etc. shall be borne by the Allottee and/or his nominee(s) as the case may be. The nominee(s) shall be bound by the terms & conditions of this Agreement. The Allottee assures the Company that he shall solely be responsible for any violation under any law committed by him in respect of such nomination and that the Company shall not be liable on any account whatsoever in respect of any transaction between the Allottee and his nominee(s). It is distinctly understood by the Allottee that upon such nomination, the Allottee shall no more be entitled to any privileges and facilities, if any, available in the said Complex arising from the allotment of the Said Serviced Suite.

## **6. PLANS, DESIGNS AND SPECIFICATIONS**

6.1. That the specifications of the Said Serviced Suite as set out in Annexure -IV and agreed to by the Allottee are tentative and that the Company shall be at liberty to make such variations and modifications therein as it may deem fit and proper or as may be done by any competent authority and that the Allottee agrees not to object to such variations and modifications.

6.2. That Preferential Location Charges (PLC) are dependent upon the location of the Said Serviced Suite as per the prevalent applicable policy of the Company. The Allottee hereby agrees to pay preferential location charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment Schedule annexed to this Agreement. However, the Allottee hereby specifically agrees that, in case due to any change in the layout plan, the Said Serviced Suite ceases to be in a preferential location, the Company may adjust or refund only the amount of Preferential Location Charges paid by the Allottee. In case the said amount is adjusted, it shall be adjusted in the last installment as stated in the Payment Schedule as annexed with this Agreement. If the Allottee has not chosen a preferred location for the Said

Serviced Suite, however, due to any change in the layout plan, the Said Serviced Suite becomes preferentially located, in such a case, the Allottee shall be liable and agrees to pay the requisite amount as and when demanded by the Company as Preferential Location Charges (PLC). In case however, the Allottee is not desirous of continuing with the allotment in his favour after the change of location being intimated to him as above, the Allottee shall be entitled to withdraw from such allotment and all monies paid by him till such date shall be refunded to him by the Company without interest. The Allottee represents that in case he exercise the option to withdraw from the allotment, other than refund of the monies as stated hereinabove, the Allottee shall have no other claim, right, entitlement, etc. qua the Company at any time whatsoever.

- 6.3. That the Company shall, under normal conditions, complete the construction of the Block in which the Said Serviced Suite is located as per the plans designs and specifications seen and accepted by the Allottee with such additions, alterations, deletions and modifications in the layout and building plans including the number of floors as the Company may consider necessary due to increase in FAR/Additional Land/for any other reason or may be required by any competent authority to be made in them or any of them while sanctioning the building plans or at any time thereafter. The Allottee has consented that no future consent of the Allottee shall be required for this purpose. Alterations may inter-alia involve all or any of the changes in the Said Complex such as change in position of the Said Serviced Suite, change in its dimensions, change in its area or change in its number or change in the height of the Building/Complex. If, as a result of the above mentioned alterations, there is either a reduction or increase in the super area of the Said Serviced Suite or change in its location, no claim monetary or otherwise will be raised or accepted, except that the agreed basic sale price ₹ \_\_\_\_\_/- per sq. ft. and other charges will be applicable for the changed area i.e., at the same rate at which the Said Serviced Suite was allotted. As a consequence of such change, if there is any reduction in the super area, the Company shall be liable to refund without interest only the excess basic sale price and other proportionate charges recovered and in case of increase in the super area, the Company shall be entitled to recover from the Allottee additional basic sale price and other proportionate charges without interest as the case may be. The changes in the area of the Said Serviced Suite upto 10% of the total super area shall be binding on the parties. In case however such changes are in excess of 10% of the total Super Area of the Said Serviced Suite, then if the said changed area is not acceptable to the Allottee, the Allottee shall be entitled to seek cancellation of his allotment under this Agreement and the Company in such circumstances shall be liable to refund all monies so received by it till such date, without any interest. The Allottee shall not be entitled to seek any other claims, costs, charges, etc. other than the refund of monies as given by it to the Company.

## **7. PARKING**

- 7.1. In case the Allottee is desirous of availing any reserved car parking, he may apply for same to the Company/ Maintenance Company and the same shall be assigned to him as per availability upon such charges and terms and conditions to be defined and provided for in the Maintenance Agreement and/or any other agreement/understanding as provided in the Said Agreement.
- 7.2. The Allottee agrees and understands that the reserved car parking (if any) assigned to the Allottee shall be understood to be together with the Said Serviced Suite and the same shall not have any independent legal identity detached or independent from the Said Serviced Suite. The Allottee undertakes not to sell/ transfer/ deal with such reserved car parking space independent of the Said Serviced Suite.
- 7.3. The Allottee undertakes to park his vehicle in the reserved car parking space and nowhere else in the said Complex.
- 7.4. The Allottee agrees and understands that the reserved car parking spaces or any Non- reserved car parking spaces in the Said Complex shall form part of Limited Common Areas/ Limited Common Areas and facilities of the said Complex for the purpose of the declaration to be filed by the Company under Haryana Apartment Ownership Act, 1983 ("Act) as amended from time to time. The Allottee agrees and confirms that the reserved car parking space allotted to him shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, repossession etc. of the Said Serviced Suite by the Company under any of the provisions of this Agreement or otherwise.

## **8. CONSTRUCTION & POSSESSION**

- 8.1. THAT the Company shall, under normal circumstances, complete the construction of Block in which the Said Serviced Suite is to be located within a period of 42 (forty two) months with the grace period of 6 (six) months and subject to force majeure from the date of execution of this Agreement or start of construction of the Block wherein the Said Serviced Suite is located (whichever is later) in accordance with the said Approved Plans and specifications seen and accepted by the Allottee (with additional floors with Units if permissible) with such additions, deletions, alterations, modifications in the layout plans, change in number, dimensions, height, size, area or change of entire scheme, which the Company may consider or may be required by any competent authority to be made in them or any of them. In case, these changes are required after execution of the Sale/Conveyance Deed, then in order to implement those, any Supplementary Deed/Agreement, if necessary, will be executed and registered by the Company. In case the same are warranted prior to the execution of the Sale /Conveyance Deed, Company's

intimation to the Allottee shall be enough.

- 8.2. Upon completion of the construction of the block in which the Said Serviced Suite is to be located, the Company shall start/undertake post construction activities, which shall be followed by applying for occupancy certificate. It is expected that the Company shall apply for occupancy certificate within 6 months of completion of construction. Upon the grant of the occupancy certificate, the Company shall write to the Allottee to complete the formalities and take over the possession of the Said Serviced Suite and from the receipt of that possession notice/final call/demand letter, the Allottee shall be required to complete all the required formalities within a period of 30 (thirty) days from the due date mentioned in the letter. Upon completion of all the formalities, the Company shall handover the Said Unit to the Allottee. If for any reason, the Company is not in a position to allot the Said Serviced Suite applied for, the Company, at its sole discretion, shall consider to offer any alternative Serviced Suite or refund the monies deposited by the Allottee with the simple interest @ 8% p.a. payable from the payment/deposit of such monies by the Allottee till the date of refund by the Company.
- 8.3. THAT the period of 42 (forty two) months for the completion of construction in addition to 6 months extension (Grace Period), which is the period for completion of construction as agreed herein, shall be subject to force majeure circumstances as well as receipt of all punctual payments to the Company from the Allottee as per the agreed terms and receipt of complete payment of the **Total Sale Consideration** and other charges due and payable up to the last payment according to the Payment Schedule provided in this Agreement. It is accepted between the parties that in case there is any delay in making the payments by the Allottee, the Allottee shall not be entitled to compensation at all and the Allottee specifically waives the same off. It is understood by the Allottee that the possession of various blocks in the Said Complex shall be completed and made ready by the Company in phases. It is further agreed between the parties that upon the Company getting the Occupancy Certificate, the Company shall issue final call/demand letter. In case the Allottee fails to remit all dues within 30 (thirty) days from the due date mentioned in the said final call/demand letter and take possession of the Said Serviced Suite, he shall be deemed to have taken over possession for the purposes of maintenance charges and other levies on account of the Said Serviced Suite but the actual physical possession shall only be given upon payment of all outstanding amounts as demanded by the Company including but not limited to maintenance charges and holding charges and interest (if any). The Allottee would also be liable to pay holding charges @ ₹ 7/- per sq. ft. per month of the super area upon his failure to take possession from the date of expiry of 30 (thirty) days from the due date mentioned in the final call/demand letter. This will be in addition to payment of maintenance charges and other charges as may be required. It is further agreed that in case the Company fails

to complete the construction of the block in which the Said Serviced Suite is located, within a period of 42 (forty two) months plus grace period of 6 (six) months both subject to force majeure as stated herein above, then in such case, the Company shall be liable to pay penalty to the customer at the rate of ₹ 7/- per sq. ft. per month of the super area for the delayed period subject to the Allottee having paid all payments without any delay in terms of the agreed payment schedule. It is agreed between the parties that the 42 (forty two) months, alongwith grace period of 6 (six) months, both subject to force majeure as stated herein above for completion of the construction of the block in which the Said Serviced Suite is located is to be calculated from the date of execution of this Agreement in question or from the date of start of construction of the block where the Said Serviced Suite is located, whichever is later.

- 8.4. That Clause 8.3 shall have overriding effect on any other clause in this Agreement and/or application and/or any other document whatsoever.
- 8.5. The liability of the Company to pay such compensation shall cease upon the dispatch of final call / demand letter by the Company intimating that the construction of the Said Serviced Suite has been completed.
- 8.6. That in consequence of the Company abandoning the project in totality for any reason whatsoever, the Company's liability shall be limited to the refund of the amount paid by the Allottee along with simple Interest @ 8% per annum and no other compensation whatsoever.
- 8.7. That if as a result of any law that may be passed by any legislature or rule, regulation or order that may be made and/or issued by the Government or any other authority including a municipal authority, the Company is unable to complete the construction of the Said Serviced Suite, then the Company may, if so advised, though not bound to do so, at its sole discretion, challenge the validity, applicability and/or efficacy of such legislation, rule or order by moving to the appropriate court(s), tribunal(s) and/or authority(ies). In such a situation, the money(ies) paid by the Allottee in pursuance of this Agreement, shall continue to remain with the Company and the Allottee shall not be entitled to move for or obtain specific performance of the terms of this Agreement, it being specifically agreed that the Agreement shall remain in abeyance till final determination of the court(s) / tribunal(s) / authority(ies). In the event of the Company succeeding in its challenge to the impugned legislation or rule, regulation or order, as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be entitled to the fulfillment of all rights and claims as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation / order / rule / regulation not succeeding and the said legislation / order / rule / regulation becoming final, absolute and binding, the

Company will, subject to provisions of law, pay to the Allottee the amount attributable to the Said Serviced Suite that have been received from the Allottee by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Allottee agrees to accept the Company's decision in this regard to be final and binding. Save as otherwise provided herein, neither party to this Agreement shall have any other right or claim of whatsoever nature against each other under or in relation to this Agreement.

- 8.8. In case however inspite of imposition of delay charges and expiry of 90 days from the due date mentioned in the final call/demand letter for clearance of dues for the Said Serviced Suite to the Allottee, the Allottee fails to clear all outstanding dues including delay charges, the Company shall be entitled to cancel the allotment and the present Agreement after giving a cure notice of one month and forfeit the earnest monies alongwith the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker), service tax etc. and refund the balance monies to the Allottee as provided in clause 5.7 of this agreement. Upon such cancellation the Allottee shall have no further claims, rights, title, lien, interest, in respect of the said allotment and/or against the said Company.
- 8.9. That notwithstanding anything contained hereinabove, it is clarified that upon payment of all dues and other charges by the Allottee as per the final call /demand letter and with the possession of the Said Serviced Suite being delivered to the Allottee by the Company, the Allottee shall have no claim against the Company in respect of any item of work in the Said Serviced Suite which may be alleged to have not been carried out or completed or for any design, specifications, building materials used and/or for any other reason whatsoever.
- 8.10. That further the Allottee undertakes that it shall not object to the Company constructing or continuing with construction of any other building / blocks inside or outside the Said Complex and / or the Said Serviced Suite.
- 8.11. That it is mutually agreed that the possession of the common areas of the Said Complex as well as the Said Serviced Suite shall remain with the Company and the company will maintain and upkeep the same until the same are transferred /assigned to its nominee or anybody at the discretion of the Company or till such time as the elected Association takes over the maintenance of the common areas. It is specifically made clear and understood by the Allottee that the Company shall have the right of maintenance and upkeep of the common areas in the Said Complex and the Said Serviced Suite, which the Company may undertake by itself or through its

nominee and/or Maintenance Agency and/or the Association of Allottees. The Allottee agrees that he shall become a member of such body or Association of Allottees as and when formed for the said purpose. It is further understood and accepted that the Association may be formed by the nominees of the Company and post execution of 75% of Sale Deeds/Conveyance Deeds, the control of the common area in the said Complex would be handed over to Association after holding due election in terms of the applicable laws.

8.12. That even after transfer / assignment of the Company's right in favour of the proposed nominee or any other body as mentioned hereinabove, the Company will continue to have as before, the right to make additions, raise storeys or put up additional structures, as may be permitted by the competent authorities and such additional structures and storeys shall be the sole property of the Company which will be entitled to dispose off the same in any way, it chooses without any interference on the part of the Allottee by himself or with one or more of the rest of the Allottees and the Allottee hereby consents to the same. The Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / storeys with the existing electric, water, sanitary and drainage sources. Further, all the terraces of the Said Complex including the parapet walls of the terraces and parking areas have not been included in the super area sold to the Allottee and shall always be the property of the Company. The agreement with the Allottee and all other Allottees in the Said Complex shall be subject to the aforesaid rights of the Company. The Company shall be entitled to use the said terraces including the parapet walls for all purposes including the display of advertisements and signboards or any other use and the Company will always have right of easement to roof, parapet walls, etc. The Allottee hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the Said Serviced Suite agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience or any other ground. It is accepted and understood that the terrace, parapet walls and exterior walls outside the Said Serviced Suite do not form part of Common Areas of the said Complex.

**9. RAISING FINANCE, LOANS, ETC.**

That the Allottee covenants with the Company that he shall have no objection to the Company raising finance / loan by creating a charge / mortgage/lien on the Said Serviced Suite, provided that at the time of the execution of sale deed/conveyance deed, the Said Serviced Suite shall be free and clear of all encumbrances, lien and charges whatsoever.



## **10. REVENUE GENERATION**

Any revenue generated by the Company in respect of any events, promotions, advertisements, activities & signages, etc. in the Said Commercial Complex including the Piazza, Patio, Atrium, Façade and/or common areas etc. shall be solely attributable to the Company and the Allottee shall not raise any objection and shall have no claim on the said revenues in any manner whatsoever.

## **11. POST POSSESSION**

11.1. That the Allottee agrees and undertakes that the Allottee shall, after taking possession or deemed possession of the Said Serviced Suite or at any time thereafter, not object to the Company constructing or continuing with the construction of any part/portion of the said Complex, other building(s) / blocks inside and/or outside the Said Serviced Suite. It is acknowledged and accepted by the Allottee that the construction of the Complex shall commence/continue pre and/or post handing over possession to the Allottee.

11.2. That the Allottee shall, from the date of receiving possession / deemed possession, maintain the Said Serviced Suite at his own cost, in a good and tenable condition and shall not do or suffer to be done anything in or to the Said Serviced Suite or the staircases, lifts, common passages, corridors, circulation areas or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Serviced Suite and keep the Said Serviced Suite, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Serviced Suite or pertaining to the said Complex in which the Said Serviced Suite is located, is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he will not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the building or common areas but only at the places provided by the Company for the same. Further the Allottee agrees to get prior approval of the Company in writing in respect of format, type, design, size and lettering of the aforesaid signboard / name-plate, neon-light, publicity material or advertisement material etc. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior/ interior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The provisions of this clause are equally applicable to and enforceable against any and all occupiers and/or subsequent purchasers of the Said Serviced Suite. The non-observance of the provisions of this clause shall entitle the Company to enter the Said Serviced Suite, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 11.3. That the Allottee hereby undertakes that he shall comply with and carry out and/or bear all costs for carrying out, from time to time, after he has been put in possession / deemed possession of the Said Serviced Suite, all the requirements, requisitions, demands and repairs which are required to be complied with by any development authority / municipal authority / government or any other competent authority in respect of the Said Serviced Suite and/or the said land on which the said Complex is situated at his own cost and keep the Company indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 11.4. That it is mutually agreed that the possession of the common areas in the said Complex as well as the said land shall remain with the Company which will maintain and upkeep the same until the same are transferred / assigned to its nominee or body or till such time as the Haryana Apartment Ownership Act, 1983 becomes applicable to the said Complex in which the Said Serviced Suite is located. It is specifically made clear and understood by the Allottee that the Company shall have the right for the said maintenance and upkeep of the common areas in the said Complex and the said land. The Allottee agrees that he shall become a member of such body or Association of Allottees as and when formed for the said purpose. The Allottee agrees that the Company shall have the right of framing rules, regulations and byelaws of the said body or Association of Allottees. The Allottee agrees to pay the maintenance charges on demand as determined by the Company or its nominee or any other body.
- 11.5. That it is clearly understood and agreed by and between the 'parties hereto that the Company shall have unqualified and unfettered right to sell to anyone of its choice, the terrace above the top floor of the said Complex, subject to necessary means of access to be permitted for such Allottee so as to reach the water tank and lift room of the said Complex. The Purchaser of such terrace shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the Company.
- 11.6. That the Allottee undertakes not to use any area adjoining the Said Serviced Suite and/or Unit immediately outside the Said Serviced Suite and/or in the corridors and/or in the common areas and/or anywhere else in the Said Complex for any purpose including but not limited to keeping goods, stools, chairs, hangers, boards etc.
- 11.7. That the Allottee agrees and accepts that the Company and/or its officials and/or the maintenance agency can visit the Said Serviced Suite and/or enter upon the Said Serviced Suite for the purposes of checking, changing, repairing any pipes, service lines, wiring, meters and such other facilities, fittings and fixtures as may be required to be done by the Company and/or its nominee

and the Allottee/lawful tenant/occupant shall not stop or object to same for any reason whatsoever. For this purpose, the Company and/or its officials and/or its nominees need not give any advance notice.

11.8. Since the Said Serviced Suite hereby agreed to be sold is a part of Said complex and it is in the interest of all the Allottees/lawful tenant/occupant that some safeguards to be provided to prevent entry of unauthorised persons into the Said Complex including the common areas and to give an effective hand to the Company or its nominee to deal with such unlawful entrants / loiterers / peddlers etc. and also to enable the company or its nominee in particular and owners/lawful occupants of the various Units in general, to deal more effectively with the security of the Units / said complex and maintenance of order therein, the entry be regulated. For this purpose, the Allottee agrees that the Company or its nominee shall be free to restrict the entry of anyone that it consider undesirable into the said complex. In case of insistence, the security staff of Said Complex will be at liberty to call upon the Allottee / lawful tenant / occupant of the Said Serviced Suite to come to the gate and personally escort the persons from the gate to his Unit and assume the responsibility of escorting them out as well. It is, however, clarified that during daytime, this restriction will be exercised only sparingly but beyond daytime, it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Company or its nominee.

## **12. MAINTENANCE CHARGES**

12.1. That the maintenance charges (hereinafter referred as "total Maintenance Charges") shall inter-alia include the following :-

12.1.(i) Cost of maintenance of areas declared as 'common areas'.

12.1.(ii) Cost of maintenance and running of plant and machinery.

12.1.(iii) Open Area Maintenance, if not declared as Common Areas.

- Open area maintenance charges: These charges relate to maintenance of open spaces within the boundary wall of said Complex such as maintenance of compound wall, landscaping, electrification, water supply, sewerage, roads & paths and other services etc. within the boundary wall but outside the Complex.
- Common areas maintenance charges: These charges relate to maintenance of common areas, lifts/escalators and other services etc. inside the said Complex.

- Maintenance charges of basement & services in the basement : These charges shall inter-alia relate to maintenance of basement and services such as electric sub-station, pumps, firefighting rooms, transformer, DG set, water tanks and other services in the basement of the Said Complex.

12.1.(iv) Cost of security services for the Said Complex, if provided.

12.1.(v) Cost of insuring the said Complex.

12.1.(vi) Cost of maintenance and upkeep of common reception for the said Complex (Service applicable to area only).

12.2. That the total maintenance charges will be fixed by the Company or its nominee including any other body on the basis of the maintenance costs provided, however, that the liability of the Allottee for payment of such charges shall be at 1.2 times of the actual costs. The decision of the Company or its nominee including any other body in respect of the cost of maintenance will be final and binding on all the Allottees. For the purposes of maintenance and electricity supply, the Allottee shall execute a separate agreement for same as per the Company's standard format as and when called upon by the Company or its nominee. Maintenance charges and all related deposits, costs, etc. shall be paid by the Allottee as per the Maintenance Agreement.

12.3. That it is agreed between the parties that after the possession has been handed over by the Company to the Allottee, then if as on that date, even after the application for allotment of the electricity connection from the concerned department/ authority including but not limited to Haryana State Electricity Board (HSEB)/ Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any other Electricity Company is pending and connection has not been allotted, then, the Company shall be authorized to provide electricity through DG Set and the same shall be acceptable to the Allottee. The Allottee undertakes to make payments towards the charges of DG set as per the rates and in the manner provided in the Maintenance Agreement during the period pending the grant of the electricity connection from the concerned authority for the said Complex. The Company shall raise invoices for the said purpose.

12.4. The Allottee undertakes that he shall not apply to Haryana State Electricity Board (HSEB)/Dakshin Haryana Bijli Vitran Nigam (DHBVN) 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 and/or the Maintenance Agency nominated by it, without the specific written consent from the Company/ Maintenance Agency.

- 12.5. That the Company shall install equipment for power backup facility upto 3.75 KVA (for every 500 sq. ft. super area or part thereof), common to all Units, Retail Units/Office Spaces/ Serviced Suites/Restaurants/Food Court Units etc. in the aforesaid commercial complex at no additional installation cost to the Allottee. 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 and/or the Maintenance Agency from time to time, shall be borne by the Allottee. Further, the said power backup 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 Allottee/body providing the same or continue to provide the same. 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/Association of Allottee/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/body providing the same.
- 12.6. That the Company or its nominee shall look after the maintenance and upkeep of the common areas and facilities of the said Complex and such areas in basement as may be declared to be Common Areas by the Company until these are handed over by the Company at its sole discretion to its nominee for preservation and maintenance. The maintenance and common service charges and also any other government taxes or levies / charges as determined by the Company or its nominee shall be borne and be payable by the Allottee on a pro-rata basis. The total maintenance charges shall inter-alia include but not limited to maintenance charges as mentioned above, electricity pertaining to the common areas and DG set, air-conditioning of common areas, insurance premium of the said Complex, salaries of the persons appointed by the Company or its nominee like managers, accountants and other staff, electricians, plumbers, security guards, sweepers, gardeners and other necessary expenses incidental to the preservation and maintenance of the said Complex and for provision of common services as may become due and payable from time to time.
- 12.7. The Allottee shall deposit a sum of ₹ 225/- per sq. ft. of the super area purchased by him with the Company by way of Interest Free Maintenance Deposit (IFMD). The Company or its nominee shall be free to appropriate/ utilize charges from IFMD of the Said Serviced Suite towards replacement and/or repairs of plant, machinery, loss (if any) due to maintenance of the Complex, fixed assets, including but not limited to DG sets, lifts, escalators, electric-substations, etc. The cost shall be borne proportionately towards such repair replacement by all the Allottees, occupants, etc. of the Said Commercial Complex and in such proportion deducted from the IFMD. In case the Allottee

fails to pay the total maintenance charges by the due date or within the period mentioned in the notice, the Company or its nominee shall be free to appropriate these charges from IFMD at its sole discretion. The amount, if appropriated out of IFMD, shall be reimbursed by the Allottee within 15 (fifteen) days of intimation sent to him of such appropriation. The Company reserves its right to increase the said deposit at its sole discretion and the Allottee undertakes to pay the same on demand by the Company. The Allottee also undertakes to deposit with the Company or its nominee as and when required further and / or additional security deposit in respect of electric / water meters. As far as charges and dues contemplated hereinabove are concerned, the Allottee, in case the Said Serviced Suite is under his self occupation, hereby creates a floating charge on all his goods and chattels in the Said Serviced Suite and in case the Said Serviced Suite has been let out, hereby creates a charge on the rent receivable by him and the Company or its nominee shall have the first lien on the goods and chattels or the rent as the case may be, for the said charges. In case the maintenance and upkeep of common areas is transferred by the Company to its nominee, the amount of aforesaid IFMD shall be transferred to such nominee. The Company or its nominee shall have the sole discretion to decide the necessity of such replacement and/or up-gradation including its timings or cost thereof and the Allottee agrees to abide by the same.

12.8. That the Allottee has agreed to purchase the Said Serviced Suite on the specific understanding that the right to the use of common facilities shall be subject to the payment of total maintenance charges as decided by the Company or its nominee and performance of all the covenants of these presents and if not paid regularly, the Allottee shall have no right to use the common facilities. So long as the charges (all payments envisaged under these presents) are regularly paid, and covenants herein observed, that right shall subsist.

12.9. That the Allottee agrees and undertakes that he shall execute the Maintenance Agreement on the standard format of the Company or its nominee as and when he is called upon to do so and further agrees and understands that the breach of the Maintenance Agreement and/or failure to execute the same shall be considered a material breach by the Allottee of the present Agreement.

12.10. That the parties hereby agree that the said Serviced Suite will be part of Managed Pool of Serviced Suites to be operated by the Operator to be appointed by the Company, who shall regulate and operate the use of the Serviced Suites (Operator means any person/entity appointed by the Company for the management and running of managed pool of Serviced Suites). The Operator shall be exclusively appointed in respect of the said Serviced Suite and all other Serviced Suites put into the Managed Pool. The Operator shall run Serviced Suites, manage and maintain the same including the Said Serviced Suite. The Company shall enter into an Agreement

with the Operator in respect of the operation of the Managed Pool of Serviced Suites on such terms and conditions as agreed mutually between the Company and the Operator and that Agreement shall be *ipso facto* binding on the Allottee. The Allottee shall sign and execute a detailed agreement with the Company for the said Serviced Suite on such terms and conditions as decided by the Company. It is understood by the Allottee that the said Serviced Suite is in Managed Pool of Serviced Suites of the said Complex and the Company will get into a management agreement with the Operator based on this representation/agreement. If the Allottee, for any reason whatsoever, fails to execute the detailed agreement with the Company, the Company shall allot an alternate unit at the sole option of the Company.

**13. DEVELOPMENT CHARGES, TAXES, CESSSES, LEVIES, ETC.**

That the Allottee agrees and undertakes to pay all taxes, charges, levies, cesses, applicable under any name or category/heading and/or levied in future on the said land and/or the said Complex and/or the Said Serviced Suite at all times, these would be including but not limited to Service Tax, VAT, Development Charges, Stamp Duties, Registration Charges, Electrical Energy Charges, BOCW (The Building and Other Construction Workers) Cess, Registration Fee, Administrative Charges, Property Tax, Fire Fighting Tax and the like. These shall be paid on demand and in case of delay, these shall be payable with interest by the Allottee.

**14. CIVIL SERVICES & AMENITIES**

14.1. On request of the Allottee, the Company or its nominated Agency may arrange for and provide the housekeeping/electricity/water supply/ telephone/ cable/ internet/ LPG connection (hereinafter referred to as the "**Civic Services & Amenities**") for/ to the Said Serviced Suite, and may make arrangements for proper measurement of consumption of such Civic Services & Amenities at the Said Serviced Suite (so far as practical and commensurate with general scheme implemented for the said purpose at the Said Serviced Suite). In lieu of such Civic Services & Amenities provided for/ to the Said Serviced Suite, the Allottee undertakes to provide/ submit the required amount of deposit, as applicable to each of such Civic Services & Amenities based on consumption estimates and norms/ tariff/ rules applicable thereto (as prescribed by the Company or the concerned service provider or authority/ agency), and to pay all bills in respect thereof in a timely manner for services availed or consumptions made at the Said Serviced Suite by the Allottee, based on meter readings or using any other modalities as specified by the Company or the concerned service provider or authority/ agency.

14.2. The provision of Services to the Said Serviced Suite is optional upon the Allottee seeking to avail thereof from the nominated Service Provider/Agency. The Allottee shall be charged only for the

services availed of. Similarly, the scope of services and rate/charges for providing the same may be amended from time to time by the Company or its nominated Agency.

14.3. That the Company shall not be responsible or liable for use, disuse and/or misuse of the said Serviced Suite. All these shall, at all times, be the responsibility of the Allottee. Similarly, the provision of Civil Services and Amenities is neither an obligation nor the responsibility of the Company, though the Company will try to tie up with Service Provider(s), if so possible.

14.4. It is agreed and accepted that this clause is not applicable to the said Serviced Suite till such time it continues to be a part of Managed Pool, however, shall become applicable once it ceases to be part of Managed Pool and becomes Self Use Serviced Suite.

## **15. INSURANCE**

That the structure of the Said Complex may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or its nominee referred to above on behalf of the Allottee but contents of Said Serviced Suite shall be got insured by the Allottee at his own cost. The cost of insuring the Said Complex shall be recovered from the Allottee as a part of total maintenance charges. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any unit or any part of the Said Complex or cause increased premium to be payable in respect thereof.

## **16. STAMP DUTY & REGISTRATION CHARGES**

16.1. The Sale Deed/Conveyance Deed shall be executed and got registered in favour of the Allottee within six months from the date of receipt of occupation certificate, subject to the total payment of Basic Sale Price and other charges as mentioned in the Payment Schedule annexed as Annexure -V, additional EDC and additional IDC, if any, late payment charges, interest, all other charges and compliances of all other terms and conditions of this Buyer's Agreement by the Allottee . The cost of stamp duty, registration charges and other incidental charges and expenses will be borne by the Allottee(s) in addition to the Total Sale Consideration of the Said Serviced Suite, as and when demanded by the Company. The Allottee may, with the prior approval of the Company, raise and/ or avail loan from banks and other housing finance companies for this purpose only at its own cost and consequences. The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage hereto before or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not



constitute an objection to the title of the Said Serviced Suite or excuse the Allottee from making the payment of the Total Sale Consideration of the Said Serviced Suite or performing the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company, provided that at the time of the execution of the Sale Deed/Conveyance Deed of the Said Serviced Suite, it shall be free and clear of all encumbrances, lien and charges whatsoever.

16.2. 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 Sale Deed/Conveyance Deed in his/her favour till full and final settlement of all dues to the Company is made by the Allottee. The Allottee undertakes to execute Sale Deed/Conveyance Deed within the time stipulated by the Company in its written notice, failing which the Allottee authorizes the Company to cancel the allotment and terminate this Agreement in terms of this Agreement.

**17. 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 Serviced Suite and making of all payments pursuant to this Agreement shall not be contingent on his ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee has/have been able to obtain financing for the purchase of the Said Serviced Suite.

**18. FURTHER ACTS**

That the Allottee and the persons to whom the Said Serviced Suite or part thereof is let, transferred, assigned or given possession of, shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Company may require for safe-guarding the interest of the Company and/or the Allottee in the Said Serviced Suite.

**19. NOTICES**

19.1. That all notices to be served on the Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or to the Company by pre-paid registered post/Speed Post/Courier at their respective addresses specified below:

<p><b><u>Company:</u></b></p> <p><b>M/s. Conscient Infrastructure Pvt. Ltd.</b></p> <p><b><u>Registered Office:</u></b></p> <p><b>K-1, Green Park Main, New Delhi, India-110016</b></p> <p><b><u>Corporate Office:</u></b></p> <p><b>10<sup>th</sup> Floor, Tower – D, Global Business Park, M.G. Road, Gurgaon, Haryana, India-122002</b></p>	<p><b><u>Allottee:</u></b></p> <p><b>Mr. _____</b></p> <p>_____ ,</p> <p>_____ .</p>
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It shall be the duty of the Allottee to inform the Company of any subsequent change in the above address by Registered Post/Speed Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee.

19.2. That in case there are joint Allottees, all communications/correspondence shall be sent by the Company to the Allottee whose name appears first and at the address given by him, which shall for all purposes be considered as served on all the Allottees.

## **20. COMPLIANCES**

That the Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and other applicable laws including those relating to remittance of and payment for acquisition of the immovable property in India. The Allottee shall furnish the declaration as required under law. In case there is any change in the residential status of the Allottee, subsequent to the signing of this Agreement, the same shall be intimated to the Company immediately.

## **21. BROKERAGE/ COMMISSIONS, ETC.**

21.1. That if the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Said Serviced Suite, the Company shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of total sale consideration agreed to be payable to the Company for the Said Serviced Suite.

21.2. That the Allottee confirms that he has not relied upon and is/are not influenced by any architect(s) plans, sales plan, sales brochure, 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 Said Serviced Suite or the size or dimensions of the Said Serviced Suite 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, which representations, documents, permissions, approvals, etc. the Allottee has duly verified to his satisfaction.

**22. WAIVER**

That failure of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

**23. SEVERABILITY**

That if any provision of this agreement shall be, determined to be void or unenforceable under 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 applicable law and the remaining provisions of this agreement shall remain valid and enforceable.

**24. DUE DILIGENCE**

That the Allottee confirms that he has entered into this transaction with full knowledge and understanding of the agreements and arrangements entered into by the Company as stated earlier and subject to all laws, notifications and rules applicable to this area including terms & conditions of the undertaking given by the said Company to Haryana Urban Development Authority, the Government of Haryana in this regard and the Allottee has familiarized himself with all the aforesaid agreements, undertakings etc. The Allottee hereby undertakes to abide by all laws, rules & regulations as may be made applicable to the Said Serviced Suite and/or the said Complex.

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS/ SUBSEQUENT PURCHASERS**

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising thereunder in respect of the Said Serviced Suite shall

equally be applicable to and enforceable against any and all occupiers and/or subsequent purchasers of the Said Serviced Suite, as the said obligations go along with the Said Serviced Suite for all intents and purposes.

**26. INDEMNIFICATION**

That the Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay as agreed under this agreement and to observe and perform all the covenants and conditions contained in this agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions.

**27. COPIES OF THE AGREEMENT**

Two copies of this Agreement shall be executed and the Company shall retain the first and send the second executed copy to the Allottee(s) for his reference and record.

**28. PLACE OF EXECUTION**

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

**29. OVERRIDING EFFECT AND MODIFICATION**

That this agreement is the only agreement relating to the purchase of the Said Serviced Suite by the Allottee and supersedes any other agreement or arrangement whether written or oral, if any, between the parties and variation, modification, amendment, etc. in any of the terms hereof, except under the signature of the authorized signatory of the Company, shall not be binding on the Company.

**30. APPLICABLE LAW**

That the rights and obligations of the parties under or arising out of this agreement shall be constructed and enforced in accordance with the laws of India.

### **31. ARBITRATION**

That in case of any dispute/ difference between the parties, including in respect of interpretation of the present Agreement, the same shall be referred for arbitration to a sole arbitrator appointed by the Chairman of the Company. The venue of Arbitration shall be at Delhi and the language of arbitration shall be English. The costs of arbitration shall be borne jointly by parties.

### **32. JURISDICTION**

The Courts, Tribunals, Forums etc. at Delhi alone shall have jurisdiction in all matters arising out of, relating to and/or concerning this Agreement regardless of the place of execution of this Agreement.

### **33. MISCELLANEOUS**

33.1. At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

33.2. Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

33.3. That the Allottee understands and accepts that other than the Said Serviced Suite, which is a Managed Pool Unit, the said Complex has Retail Units, Office Spaces, Restaurants, Food Courts and other Service Apartments, some of which are Self Use Units. The Allottee also understands the maintenance charges may be different for these different types of units.

33.4. That the entire Said Complex shall have a common reception, rules of which would be strictly complied with by the Allottee as well.

### **34. AUTHORITY**

Each Party to this Agreement represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder.

### **35. SURVIVAL**

All clauses which are intended to survive termination of this Agreement shall survive.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO AND TO A DUPLICATE COPY HEREOF SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AT PLACES AND ON THE DAY, MONTH AND YEAR MENTIONED UNDER THEIR RESPECTIVE SIGNATURES.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE (S)

Signature (of the First/Sole Allottee)	Signature (of the Second Allottee)	Signature (of the Third Allottee)
Mr _____	N/A	N/A

AT NEW DELHI ON \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED COMPANY.

For and on behalf of	Name :
Signatures :	Mr. Ajay Gupta
Signatures :	Mr. Rajat Jain

AT NEW DELHI ON \_\_\_\_\_

IN THE PRESENCE OF WITNESSES

**Witnesses 1.**

Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 S/D/W/o. : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_

**Witnesses 2.**

Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 S/D/W/o. : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_

**ANNEXURE –I**  
**DEFINITION OF SUPER AREA**

Super Area for the purpose of calculating the basic sale price in respect of the Said Serviced Suite shall be the sum of covered area of the said Serviced Suite and its pro-rata share of common areas in the entire said Complex.

Whereas the Covered Area of the Said Serviced Suite shall mean entire area enclosed by its periphery walls including area under the walls, columns, balconies, cupboards, etc. and half the area of common walls with other premises/ spaces, which form integral part of the Said Serviced Suite. Common Areas shall mean all such parts/ areas in the entire Complex which the Allottee shall use by sharing with other occupants of the Said Complex that include entrance lobby, driver's/common toilets, lifts and escalators including services, portico, atrium, lift shafts, lift lobbies, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, landscape features, service area, proportionate service floor, entry and exit ramp, proportionate area of tensile and glass roof structure, water bodies, boundary wall, helipad, refuge area, common covered/uncovered passage, Chajja, Service Terrace, ODU ledges, signage wall, staircase, munties, service areas including but not limited to lift machine room, sewerage treatment plant, overhead water tanks, UG water tanks and pump rooms, electric sub-station, D.G. room, maintenance offices/ stores, etc. architectural features, if provided, and security/ fire control rooms.

Limited Restricted Common Area

A. Car parking area within

- (i) Covered parking area allotted to Allottee (s), for exclusive use.
- (ii) Open reserved car parking area in and around the Complex
- (iii) Covered parking area retained by the Developer.

B. Any other common area which may be earmarked as Limited Common Areas and designated for the use of a particular Allottee.

“It is further clarified that the Super Area mentioned in the Agreement is tentative and final calculation thereto shall be intimated subsequently and the inclusion of common area for the purpose of calculating super area does not give any right, title or interest in common areas by sharing with other Allottees in the said Complex and right of usage is subject to timely payment of maintenance charges. Limited Common Areas are not included in the definition of common area for the purpose of calculation of Super Area of the Said Serviced Suite and separate charges shall be imposed for usage of limited Common Area from the Allottee (s) who shall be allowed / assigned usage of the same”.

**ANNEXURE – II**  
**Location Map of Conscient One**

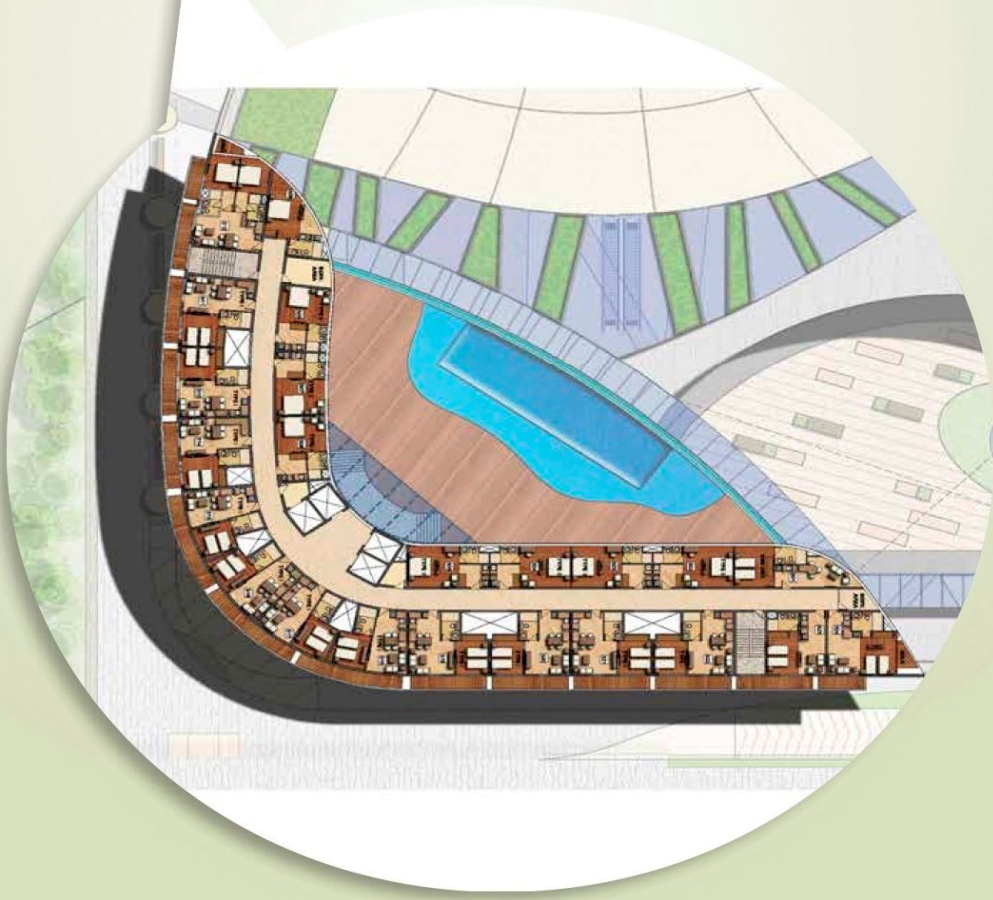


LOCATION MAP



ANNEXURE – III  
Unit Floor Plan

SERVICED SUITES TYPICAL LAYOUT PLAN



**Disclaimer:** The aforesaid floor plan is tentative and is subject to change as decided by the company or competent authority. Certain variations may be necessary during construction. The allottee shall not have any right to raise objection in this regard.

**ANNEXURE – IV**  
**SPECIFICATIONS**

<b>Specification Chart for Serviced Suites - Conscient One</b>		
<b>STRUCTURE</b>	Earthquake resistant RCC structure	
<b>FINISHES</b>	<b>Exterior</b> : Combination of glass, marble, stone and painted surface <b>Lobbies</b> : Combination of stone and painted surface	
<b>PARKING</b>	Multilevel basement for parking and services.	
<b>LIFE SAFETY</b>	<b>Wet Riser/Hose</b> : Provided as per norms <b>Reels/ Sprinklers/ Fire Extinguishers</b> : Provided as per norms External Fire Hydrants	
<b>DIESEL GENERATOR</b>	100% automatic backup	
	<b><u>STUDIO</u></b>	<b><u>1 BHK &amp; 2 BHK</u></b>
<b>SLEEPING AREA WITHIN HALL</b>	Queen/Twin Bed with Mattress and Linen, Side Tables, Curtains, Other Furnishings & Air conditioner	Queen/Twin Bed with Mattress and Linen, Side Tables, Curtains, LCD, Other Furnishings & Air conditioner
<b>LIVING AREA WITHIN HALL</b>	Arm Chairs with Coffee Table, Closet, LCD, DVD Player & Air conditioner	Sofa Set with Coffee Table, Dining Table, Closet, LCD, DVD Player & Air Conditioner
<b>KITCHENETTE</b>	Refrigerator, Hob, Chimney, Microwave, Utensils & Cutlery	Refrigerator, Hob, Chimney, Microwave, Utensils & Cutlery
<b>BATHROOM</b>	Shower, Vanity & WC	Shower, Vanity & WC
<b>Disclaimer:</b> The aforesaid specifications are indicative and are subject to change as decided by the Company or Competent Authority. Marginal Variations may be necessary during construction. The Allottee shall not have any right to raise objection in this regard.		

**ANNEXURE – V**  
**SCHEDULE OF PAYMENTS**

DRAFT ONLY

ANNEXURE - VI

FORMAT OF THE APPLICATION FOR ENROLLMENT AS MEMBER OF ASSOCIATION

Date:

[Name & address of Sender)

The Secretary,  
Conscient One Association of the Owners/Maintenance Agency  
Sector - 109, Gurgaon, Haryana

Sub. :- Application for enrollment as Member of Association

Dear Sir,

I/We have entered into a Buyer's Agreement with Conscient Infrastructure Private Limited to purchase a Unit No. ....in Block - \_\_\_ on ..... floor in the Commercial Complex known as "Conscient One" at Sector-109, Gurgaon, Haryana.

I/We request to be enrolled as member of the Conscient One Association of the Owners and I/We herewith remit a sum of ₹...../- (Rupees .....only) through cash/Cheque/Pay Order/Demand Draft bearing No... ..dated ..... drawn on .....bank towards entrance fees (non refundable ) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish me/ us with copy of the bye-laws of the Association. I/we undertake to abide by all the rules and bye-laws of the Conscient One Association of the Owners at all times.

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

Thanking you,  
Yours sincerely

**ANNEXURE -VII**

**FORMAT FOR SUPPLY OF ELECTRICAL ENERGY**

Date :

[Name & address of Sender)

The Secretary,  
Conscient One Owners Association/Maintenance Agency  
Sector - 109, Gurgaon Haryana

Sub. :- Request for supply of Electrical Energy

Dear Sir,

I/We have entered into a Buyer's Agreement with Conscient Infrastructure Private Limited to purchase a Unit No. ....in Block -..... on ..... floor in the Commercial Complex known as "Conscient One" at Sector-109, Gurgaon, Haryana.

I/We request to supply ..... K.V.A Electrical Energy to my/our above said Unit and I/We herewith remit a sum of ₹...../- (Rupees .....only) through cash/Cheque/Pay Order/Demand Draft bearing No... ..dated ..... drawn on .....bank towards security deposit, advance consumption deposit, share cost of sub-station and agree to pay Electricity Charges @ ₹ ..... per unit for electricity consumed by me/us on or before due date and Power Back-up Charges @ ₹ ..... per unit for power back-up used by me/us on or before due date.

In case of non payment of electricity bills, you shall be free to take action against me/us including but not limited to disconnection of electricity supply till the time all bills including interest, penalties etc. are paid by me/us.

Thanking you,

Yours sincerely

**ANNEXURE -VIII  
FOR NECESSARY ENDORSEMENT**

DRAFT ONLY

**ANNEXURE -VIII  
FOR NECESSARY ENDORSEMENT**

DRAFT ONLY