

**SPACE BUYER AGREEMENT**

THIS SPACE BUYER AGREEMENT (the "**Agreement**") is made at New Delhi on this \_\_\_\_\_, day of Month \_\_\_\_\_, Year \_\_\_\_\_.

**BETWEEN:**

Aims Sanya Developers (P) Ltd., a Company incorporated under the Companies Act, 1956, and having its Registered Office at D-13, Defence Colony, New Delhi-110024 (hereinafter called the "Company" which expression shall, unless excluded by or repugnant to the subject or context be deemed to include its successors, liquidators and assigns) through its duly Constituted Attorney/Authorized Signatory \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_ of the **FIRST PART**:

AND

I (i) Mr./Ms. \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_  
R/o \_\_\_\_\_

AND

(ii) Mr./Ms. \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_  
R/o \_\_\_\_\_

AND

(iii) Mr./Ms. \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_  
R/o \_\_\_\_\_

(herein after singly/jointly, as the case maybe, referred to as the "Allottee(s)" which expression shall include all genders and unless repugnant to the context or contrary to the meaning thereof shall include all joint Allottee(s)s his/her/their legal heirs/representatives, executors, successors and assigns) of the **SECOND PART**

OR

II. M/s. \_\_\_\_\_, a partnership firm  
duly registered under the Indian Partnership Act, 1932 having its Registered Office at \_\_\_\_\_, through its partner  
Mr./Ms. \_\_\_\_\_ S/D/W/o \_\_\_\_\_  
R/o \_\_\_\_\_

duly authorized by authority letter dated \_\_\_\_\_ (hereinafter called the "Allottee(s)" which expression shall, unless excluded by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**:

OR

III. M/s. \_\_\_\_\_ a Company registered under the Companies Act, 1956 having its Registered office at \_\_\_\_\_ acting through its authorized signatory Mr./Ms. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ authorized by Board resolution dated \_\_\_\_\_ (hereinafter called the "Allottee(s)" which expression shall, unless excluded by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**.

# Strike off whichever portion is not applicable.

AND WHEREAS the Company and its associates have been allotted a plot of land admeasuring \_\_\_\_\_ Sq. Mts. situated at **Plot No.171, Block C, Sector-15, NOIDA, U.P.** by Acceptance of Bid Letter No. NOIDA/Commercial/2010/345 dated 26.3.2010 issued by NOIDA Authority and thereafter, NOIDA Authority has again issued Letter No. NOIDA/ Commercial/2011/1669 dated 29.11.2011 for allotment of the aforesaid plot in favour of the Company. A Lease Deed has also been executed by NOIDA Authority in favour of the Company for **Plot No. C-171/1, Block C, Sector-15, NOIDA, U. P.**

AND WHEREAS the Company is intending to develop the said plot of land into high standard Multiuse Residential Cum Commercial Complex for the purpose of Shop(s), office(s), service residential/residential units (hereinafter referred to as the "**Space**") after obtaining the requisite licenses/permission/approval from the authorities concerned with a view to set up and *inter alia*, develop thereon the complex be known as "**THE TEMPEAN**" situated at Plot No C-171/1 at Sec - 15, NOIDA, U. P. (hereinafter referred as "**the Complex**").

AND WHEREAS the Company plans to develop/build the said the complex and residential/commercial Space (s) therein in accordance with the Building Plans as may be duly approved by the New Okhla Development Authority (NOIDA) and/or any other appropriate authority(ies).

AND WHEREAS the Allottee(s) has approached the Company for allotment of commercial/office/retail space/service residential space/residential unit in the said complex known as "**THE TEMPEAN**" and the Company has agreed to reserve / allot the same on the terms and conditions mentioned hereinafter.

AND WHEREAS the Allottee(s) has taken the inspection of the site and has seen above said title documents of the land and the terms and conditions of Tender for Scheme 2011-12 Commercial Builders Plot-I and all other documents related to the competency of the Company and has confirmed that he/she/it is fully satisfied in all respects with regard to the right, title and interest of the Company in the Land on which the Multiuse Residential Cum Commercial Complex is proposed to be developed and has understood all limitations and obligations of the Company in respect thereof and having already been satisfied with the stated facts, applied to the Company for booking/allotment of Unit No \_\_\_\_\_ built-up super area \_\_\_\_\_ Sq. Ft. approx. on \_\_\_\_\_ floor of the complex known as "**THE TEMPEAN**" at **Plot No.C - 171/1, at Sector-15, NOIDA** (hereinafter referred to as "**Space**") at a basic sale price of Rupees \_\_\_\_\_/-Only) per sq. ft., under \_\_\_\_\_ Payment Plan annexed hereto marked as Annexure - "\_\_\_\_" respectively, upon the rates, terms and conditions mutually agreed by and between the parties and mentioned herein. The said basic price is exclusive of other charges mentioned hereinafter. The Allottee(s) agrees that there shall be no objection by the Allottee(s) in this regard in future also.

AND WHEREAS the Company has readily provided all information/ clarifications as required by the Allottee(s) and the Allottee(s) has not relied upon and is not influenced by any architect's plans, sales plans, Sales brochures, advertisements, Building Model, 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 or dimensions of the proposed property or the estimated facilities/amenities to be made available by the Company or any other data except as specifically represented in this Agreement and that the Allottee(s) has relied solely on his/her/its/their own judgment and investigation in deciding to enter into this Agreement. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self contained and complete in itself in all respects.

AND WHEREAS the Company has represented and the allottee has understood that the Company is

not permitted to start construction before the said plans are duly approved/ sanctioned by the aforesaid authorities.

AND WHEREAS that the exact location with its particular number of the office/commercial/ retail space/residential unit shall be allotted by the Company at the sole discretion of the Company and the measurements of the aforesaid Office/Unit/Space are subject to change on actual measurement as well as set out herein below, while taking possession.

AND WHEREAS the Allottee(s) has further agreed, understood and accepted the Plans, designs, specifications which are tentative and agrees that the Company may effect suitable and necessary alterations or modifications in the lay out Plan, Building Plan, design specifications, as and when found necessary or as directed by the competent authority(ies); the alteration/modification may involve all or any of the following changes, namely change in position of the premises, change in its number, change in the dimensions, change in its area/layout.

AND WHEREAS the Allottee(s) has seen and accepted the tentative typical Apartment plans/tentative typical floor plan/tentative building plan(s)/tentative parking plan, tentative specifications which are subject to change at the sole option and discretion of the Company. The Complex including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications. Subject, however to the right of the Company to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality. These specifications are subject to change if so directed or required by any competent authority or due to Force Majeure conditions and the Allottee(s) hereby agrees to this condition. The Company may in its sole discretion carry out, such additions, alterations, deletions and modifications in the building plans, floor plans, apartment plans, change in specifications, etc., including the number of apartments/floors/ car parking as the Company may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter till the grant of completion certificate by the appropriate authority. It is clarified that due to such change, the said Unit/Space may be additionally preferentially located or may cease to be preferentially located or may become preferentially located, the Allottee(s) acknowledges that the Allottee(s) shall have no right to object to the same.

AND WHEREAS the Allottee(s) understands that the Company is fully entitled to increase the number of floors in the said Multiuse Residential Cum Commercial Complex and/or the height of the said building and the Allottee(s) shall have no right to object to the same. In such case Company may in its sole discretion give option to the Allottee(s) to move to a higher floor and on

receipt of consent from the Allottee(s), Company may permit the Allottee(s) to move to a higher floor subject to availability of apartment on the higher floor and accordingly the Application and this Agreement shall stand modified to that effect. The Allottee(s) shall not claim any reduction in the Total Price of the Said residential unit/commercial space/office etc. due to any increase in the number of floors in the complex. The issuance of the completion certificate by the Competent Authority for the Said Multiuse Residential Cum Commercial Complex shall be the conclusive evidence issued for the said Complex that the construction of the said complex is fully complete in accordance with the plans and specifications or any modifications thereof.

AND WHEREAS the Allottee(s) agrees that until the Sub Lease Deed/ Deed of Assignment is executed and registered in favour of the Allottee(s), the Company shall continue to be the owner of the said service apartment/ flat/ Space/ Unit and also the construction thereon and allotment by virtue of this agreement shall not give to the Allottee(s) any right, title, lien or interest therein.

AND WHEREAS the Allottee(s) understands that this document is not an agreement to sell. At this stage, there are a number of contingencies and uncertainties regarding the final shape of the Multiuse Residential Cum Commercial Complex, location of the service apartment/ flat/ Space/ Unit and it's dimension which may be modified. Hence, after finalization of these matters, the Sub Lease shall be executed and got registered as per law applicable on the same terms and conditions in favour of the Allottee(s).

**THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

NOW THEREFORE in furtherance to acceptance of the application of the Allottee(s) and issuance of the allotment letter by the Company, and in furtherance to compliance by the Allottee(s) of the terms and conditions of the allotment letter, the parties are executing this agreement for recording the understanding for the conveyance, transfer of the Space/ Unit along with proportionate undivided interest in the common areas and facilities and limited common area and facilities as may be prescribed in the Sub-Lease/ Deed of Assignment along with the right to use and occupy the car parking space in the project booked by the Allottee(s) on the terms and conditions mutually agreed by and between the parties and contained in this agreement.

1. The Allottee(s) is/ are hereby provisionally allotted Unit No \_\_\_\_\_ built-up (Super Area) \_\_\_\_\_ Sq. Ft. approx. on \_\_\_\_\_ floor of the Multiuse Residential Cum

Commercial Complex known as "THE TEMPEAN" at Sector-15, NOIDA (UP) at a basic sale price (Super Area) of \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per sq. ft. under \_\_\_\_\_ Payment Plan annexed hereto marked as Annexure - "\_\_\_\_".

2. (i) The Allottee(s) has/have paid sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) inclusive of service tax for the said Space/ unit, the receipt whereof the Company hereby admits and acknowledges and the Allottee(s) agrees to pay the balance consideration/ remaining charges of the Space/ unit as per payment plan as prescribed in Annexure - "\_\_\_\_" annexed to this Agreement which shall form and be read as part and parcel of this Agreement. It will be obligatory on the part of the Allottee(s) to make the payment on or before the due dates indicated in the payment schedule and no requests or reminders or demand letter will be issued for payment of any of the installments prescribed in the payment schedule.
- (ii) In addition to the Basic Sale Price, the Allottee(s) has/ have paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Company as PLC charges inclusive of service tax.
- (iii)\*(a) Car Parking: The Allottee(s) has/ have paid an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) inclusive of service tax, as applicable. However, such car parking space per unit shall be allotted by the Company subject to the availability.

OR

\*(b) Car Parking: The Allottee(s) hereby undertakes that he/ she/ it shall apply for booking for at least one car parking space per unit/ space at the time of notice of possession of the said unit/ space. However, such car parking space per unit shall be allotted by the Company subject to the availability and at a prevailing price, at the sole discretion of the Company.

\*Strike off whichever Clause is not applicable.

(iv) The Allottee(s) hereby authorizes the Company to forfeit, the earnest money **i.e., 30% of the Basic Sale Price (referred hereinafter as "BSP")** out of the amounts paid /payable by it, together with any interest paid, due or payable, any other amount of a non-refundable nature, in the event of failure of the Allottee(s) to perform his/ her/its obligations or to fulfill all other terms and conditions stipulated herein.

(v) The Allottee(s) shall also pay full registration charges, full stamp duty, legal and documentation charges and other incidental charges as and when demanded by the Company to convey the unit in favour of the Allottee(s).

(vi) That pro-rata lease rent as well as any levy or charges levied by the Central/State Government or NOIDA Authority or Company shall be borne by the Allottee(s) in proportion to his/ her/ their area and be paid, as and when, levied and demanded by the Company as per Company's norms. The Company may also levy proportionate additional charges in case the State / NOIDA or any other statutory body levies and charges any additional demand in respect of the said plot in question or in respect of the construction thereon and the Allottee(s) hereby agrees to pay the same as and when demanded on prorata basis.

(vii) The Company may, at its sole discretion, apportion towards the sale price of the Space/ unit the amount received from the Allottee(s) under any head/account and the appropriation so made shall not be questioned by the Allottee(s) at any time. The Sub-Lease Deed shall, however, be executed only after payment of the outstanding dues under all the heads are paid in full by the Allottee(s).

3. The Allottee(s) shall make all payments to the Company through (a) Demand Draft(s) payable at New Delhi or (b) cheque(s) drawn upon a New Delhi / Delhi Bank, in favour of Aims Sanya Developers (P) Ltd.
4. That the intending Allottee(s) shall pay the Basic Sale Price and other charges on the basis of super built-up area which shall includes the plinth area, full share of outside walls, inside partition walls, columns, half area of the partition walls between the space and the adjoining space, full area of any projections and Balcony(corridors) windowsill, sunshades, galleries and proportionate share in the common corridors, staircases, lobbies, shafts, lift-wells, munties, machine-room, firefighting equipment, electric substation and electric and water meters, cables and distribution boards and public convenience and any other common services/amenities/areas.
5. Except for the floor area allotted, all the residuary rights in the said Multiuse Residential Cum Commercial Complex shall vest with the Company. The Company shall maintain the common areas and facilities either directly or through its nominee/ Maintenance Agency and shall be entitled to charge the maintenance and upkeep charges from the Allottee(s).

6. Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the area of the said premises, it is repeatedly and specifically made clear that it is only the inside space in the unit/ space that has been agreed to be allotted and the inclusion of the common areas in the computation does not give any title, interest or ownership right therein as such to the Allottee(s), except as provided here under. The common areas shall mean all such parts/areas in the said Complex which the Allottee(s) shall use by sharing with other Allottee(s) including entrance canopy and lobby, atrium, corridors and passages, (both open and covered), common toilets, security/fire control room (s), if provided, lift/escalator lobbies on all floors, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms if any, staircases, munties, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the Basement to housekeeping including but not limited to, Electric Sub Stations, Transformers, D.G. Sets rooms, underground Water Tanks, Pump Rooms, Maintenance and Service Rooms, Fire Fighting Pumps and equipment, Circulation Areas etc. shall be counted towards common areas.
7. The Allottee(s) before taking possession of his/her/its Space/ unit in the said Complex agrees to enter into a separate Maintenance Agreement, if required, with the Company or any other nominee/ agency or other body, at Company's sole discretion, as may be appointed by the Company from time to time for the maintenance and upkeep of the said Space/ said Complex and the Allottee(s) undertakes to pay the maintenance bills as and when demanded by the Company irrespective whether the Allottee(s) is/ are in occupation of Space/ unit or not. The Allottee(s) agrees that the payment of maintenance bills would not be dependent in any manner on the execution of Maintenance Agreement and that the Allottee(s) shall pay the maintenance bills even if no such maintenance agreement is executed at all. The Allottee(s) undertakes to pay the maintenance charges as billed by the Company from the date of issuance of notice for possession irrespective of whether the Allottee(s) is/ are in actual possession of the said Space/ unit or not. It is however, agreed, that if the maintenance, replacement and other charges are paid regularly, as provided under this agreement, the Allottee(s) will have a right of use common facilities. In default of such payment, it shall not be open to the Allottee(s) to claim any right/title/interest of use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Allottee(s) commits breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified and the Company or its nominee/ Maintenance Agency are assured

that there will be no future repetition of such a breach. It has been clearly understood by the Allottee(s) that right to use of any common facilities is not being given by these presents but will be made available from time to time as and when payment of charges as detailed in the Maintenance Agreement to be executed between the parties hereto are made. In default of such payment, it shall not be open to the Allottee(s) to claim any right to use of common facilities, for none has been agreed to be transferred by these presents. The Allottee(s) has/have further understood that if he/she/it commits any breach of any of the covenants herein, no right to use of any common facilities shall be permitted until the breach is rectified and the Company/ Maintenance Agency are assured that there will be no repetition.

8. That in case the Allottee(s) wants to avail any loan facility from his employer or financial institution or bank to facilitate the allotment of the Space/ unit, the Company shall co-operate with the Allottee(s) during the financing process subject to the terms of the financing agency which shall exclusively be binding and applicable upon the Allottee(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Allottee(s) failing which; the Company shall be entitled to terminate this Agreement and forfeit the earnest money without further notice.
9. (a) The Company shall distribute electricity through sub meters installed for each Allottee(s). The costs of installation of sub meter and consumption charges as billed by the Maintenance Agency shall be paid by the Allottee(s).  
  
(b) The rate mentioned in this agreement is inclusive of the cost of providing electric wiring in each Retail Shops & commercial office space(s), residential units and fire-fighting equipment in the common areas but does not include the cost of electric fittings, fixtures, electric meter etc. which shall be installed by the Allottee(s) at his/her/ its own cost.  
  
(c) The rate mentioned in this agreement is for warm shell condition of the area of the office/retail space(s)/residential units and common areas in finished condition with power

back up subject to payment by the Allottee(s). The Company shall also fix the unit rate for Power Backup charges consumed by the Allottee(s). The rates so fixed by the Company shall be final and binding on the Allottee(s) and shall not be open to question. The consumption of the power back-up made by the Allottee(s) shall be metered by way of a separate meter installed for the said purpose, the cost of which shall be borne by the Allottee(s).

(d) In case the Company decides or is required by Appropriate Authorities to provide bulk electric supply, the Allottee(s) will pay his/her/its proportionate share of cost of installation charges and electrification charges as determined by the Company.

10. (i) The drawings displayed in the office of the Company are provisional/tentative and subject to change either by the Sanctioning Authority/Architects or Company during the course of construction without any objection(s) or claim(s) whatsoever from the Allottee(s) on any account.  
  
(ii) It is clearly understood, accepted and agreed to by the Allottee(s) that the layout plan of the Complex on the basis of which this allotment/ agreement is made/ executed is provisional/tentative.  
  
(iii) The Company shall have the right to effect alterations/ modifications in the layout plan as and when considered by it to be necessary or desirable or as may be desired by any Govt. Authority/ Body. Alteration, may inter-alia, involve all or any of the following changes, viz. change in the position or location of the space, changes in the number of the space, change in it's boundaries, change in it's dimensions or change in it's area including car parking.  
  
(iv) To implement any or all of the above changes, a supplementary Deed or Deeds, if necessary, will be executed by the Allottee(s).  
  
(v) If there is any increase/ decrease in the area as a result of the above, the Basic Sale Price shall stand increased/ decreased proportionately at the booking rate. However, in case any other charges become payable as a consequence of such alteration those will have to be paid by the Allottee(s) at the prevailing rate. The Allottee(s) shall have no claim, monetary or otherwise, with respect to the same.  
  
(vi) In case provisionally allotted Space/ unit is omitted or the Company is unable to hand over the same to the Allottee(s) for any reason whatsoever, other than on account of a default by

the Allottee(s), the Company will be liable only to refund the actual amount(s) received by it from the Allottee(s) towards the price and shall not be liable to pay any compensation, damages or interest or other sums whatsoever. If booking is made under the Assured Return Scheme specified in that case Company shall be liable to refund the amount received from him/her/it's less deduction of paid monthly income cheques.

11. That the Allottee(s) agrees and undertakes that he/ she/ it shall at no point of time whether before or taking possession of the Space/ unit and after taking the possession of the booked residential unit/commercial space/retail space/ service apartment, have any right to object to the Company for constructing the Complex in the same or other part of plot or Complex. In case such further construction in the Complex is permissible under law, the Company shall have sole right to undertake such construction without any objection or claim from the Allottee(s). The Company shall always have right to alter the commercial plans of the Complex without any objection or claim from the Allottee(s) in any manner whatsoever.
12. That Allottee(s) recognizes and reaffirms that the Company shall have the unqualified and unfettered right to sell, lease or hire to any individual, firm, institution, authority or body Corporate at its absolute discretion, the terrace, Façade and/or any other additional floors/ Storey(ies) above the top floor of the said Complex/ in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement purposes and Allottee(s) agrees that he/she/ it shall not object to the same and raise any claims on that account. Further, the Company shall always be deemed to have the right to make additional/ raise additional floors/ stories which shall be the sole property of the Company who shall have the absolute right to dispose of the same in any manner whatsoever without any reservation or interference from any of the Allottee(s) or anybody claiming through him/her/ them and the Allottee(s) hereby expressly consents to the same.
13. That Company shall have the unfettered right, without objection/ approval of any Allottee(s) in the said Complex to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior in relation to any unsold space (s) within the said Complex and the Allottee(s) agrees not to raise objections or make any claims on this account.
14. That Allottee(s) agrees and authorizes that the Company shall have the right to make

additions to or to put up additional structures in/upon the said Complex as may be permitted by the Competent Authority(ies) and such additional structures shall be the sole property of the Company which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s). The Allottee(s) agrees that the Company at its cost shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary and drainage systems. The Allottee(s) further agrees and undertakes that he/she shall not after taking possession of the said space or any time thereafter object to the Company constructing or continuing with the construction of the other blocks inside and/or outside/adjacent to the said Complex or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Company or its nominee or the maintenance agency, as the case maybe, on the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, defaults etc.

15. The Allottee(s) shall ensure that the allotted space is made functional within one year from the date of handing over of possession and submit sufficient proof of the same as may be required by the Noida Authority failure to do so will render the Allottee(s) liable to pay extension charges to Noida, as applicable. The Allottee(s) shall execute and register a Sub-Lease Deed as and when called upon by Noida Authority/the Company.
16. That timely payment of installments as per the Payment Plan opted by the Allottee(s) is the essence of this Agreement. If any installment is delayed/not paid as per the Schedule of Payment Plan, the Company shall charge interest @ 12% per annum on the delayed payment for the period of delay. However, if the same remains in arrears for two installments (in case of Installment Plan) or it remains in arrears for more than 30 days (in case of Down Payment Plan), the allotment will automatically stand cancelled and the earnest money so deposited will be forfeited without any further notice to the Allottee(s) and the Allottee(s) will have no interest, right, title, claim, lien, etc. whatsoever on the said Space/ unit. The refund, if any shall be made after deduction of interest due to the Company on late payment, brokerage, allotment and in the case of the Assured Return Scheme after deduction of encashed PDC's till the date of cancellation. However, without prejudice to the Company's aforesaid rights, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging interest @ 12% per annum for first 90 days and for all periods exceeding 90 days @ 24% per annum and restore the allotment provided that the said

Space/residential unit has not been allotted to any third party and/or disposed of in any manner whatsoever at the absolute discretion of the Company pursuant to such cancellation. In such a situation, an alternate Space, if available, may be offered by the Company in lieu of the same. The discretion for termination of Agreement or acceptance of delayed payment along with interest shall exclusively vest with the Company and the Company shall not be bound to give any reasons for doing so. Any indulgence/waiver shown by the Company shall not be construed as precedent and shall never prejudice the rights of the Company for subsequent defaults of the Allottee(s)(s).

17. That in case the Allottee(s), applies at any time, for cancellation of the allotment, in such a case, 30% of the Total amount deposited against the unit/space constituting the Earnest Money, will be forfeited and the balance, if any, be refunded by the Company to the Allottee(s) without any interest. (and paid PDC's in the case of Assured Return).
18. That the Company shall have first lien/ charge on the Space/residential unit for its dues payable by the Allottee(s). The basic sale price of the said Space as mentioned in this Agreement is escalation free, subject to force-majeure clause, which includes escalation for any reason beyond the control of the Company like but not limited to war or enemy action or natural calamities or any Act of God. In case of escalation as a result of any notice, order, rule, notification of the government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable escalation.
19. The Company shall endeavour to give possession notice of the space/unit to the intending Allottee(s)(s) within 6 months, from the date of receipt of occupancy/completion certificate by the Company from the Authority for the commercial complex/unit (plus 6 months grace period thereafter) and if the Company fails to adhere the said timeline, Company shall pay to the Allottee(s) compensation @ Rs. 2.5 per Sq. Ft. per month for the period of such delay, save and except where such delay is beyond the reasonable control of the Company/ subject to Force Majeure Conditions and on receipt of complete payment from the intending Allottee(s)(s) towards the basic sale price and other charges due and payable as may be demanded by the Company from time to time. The Company, on completion of the construction, shall issue final call notice to the intending Allottee(s)(s), who shall within 30 days thereof, remit all dues and take possession of the unit/space. In the event of his/her failure to take possession for any reason whatsoever, he/she/ it shall be deemed to have received

the possession notice of the allotted unit/space and shall bear all maintenance/other charges and any other taxes, levies on account of the allotted unit/space. The holding charges shall be a distinct charge in addition to maintenance charges, and not related to any other charges as provided in the application and this agreement.

20. That the construction of the Multiuse Residential Cum Commercial Complex and handing over of the Space is subject to force majeure clause, which includes delay for any reason beyond the control of the Company like but not limited to non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/ Court of Law/Public/ competent Authority non receipt of, any Government approval/permission or any other reasons beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.
21. That the Allottee(s) shall not be allowed to affect any of the following changes/alterations:
  - i) Changes which may cause damage to the structure (columns, beams, slabs etc.) of any part of adjacent space. In case damage is caused to an adjacent Space or common area, the Allottee(s) will get the same repaired at his/her/ their own cost.
  - ii) Making encroachments on the common space
  - iii) Facade & Exterior will remain same.
22. The Allottee(s) shall not put up any name or sign board, neon-light, public or advertisement material, exposed to public view or anywhere on the facade of the Complex or common areas. Furthermore the Allottee(s) will display his/ her/ its/ their name at the place(s) specified therefore and at no other place.
23. The Allottee(s) shall not carry out any alterations in the space/ unit nor remove any walls or change the position of the doors and windows of the space/ unit. The Allottee(s) further undertakes not to do any act which tends to cause damage to the flooring or ceiling or services of any space over, below, adjacent to the said space or anywhere in the said Multiuse Residential Cum Commercial Complex in any manner interfere with the use thereof or of

spaces, passages, corridors or amenities available for common use. The Allottee(s) hereby agrees to indemnify the Company against any penal action, damage or loss to misuse for which the purchaser/occupant/ licensee shall be solely responsible.

24.
  - (a) That in case of Allottee(s) seeking change of assignment of the allotment, the Allottee(s) shall be permitted to do so on submission of appropriate letter of request for change of assignment of allotment in favour of the person in whose favour the Allottee(s) may seek to the Company change of assignment and upon payment of change of assignment charges along with administrative as imposed by the Company/NOIDA Authority.
  - (b) The said letter of request would be duly signed by all the Allottee(s) and would be accompanied by a no objection letter/certificate from the concerned Employer/Financial Institutions or Banks in case the payment against the said provisional booking of space/ unit was made by the Allottee(s) by raising funds/ loans from any Employer/Financial Institutions/Banks.
  - (c) The Allottee(s), however, agrees and undertakes that the Allottee(s) shall not assign or part with his/her/their right, title or interest in the said provisional space/unit until 30% dues payable to the Company under Construction Linked Plan are fully paid. Sub-division of Space/ unit shall however not be permissible in any circumstances, whatsoever.
  - (d) The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/its/their nominee(s) substituted in his/her/ its/ their place subject to such terms and conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such nominations.
  - (e) The Allottee(s) further undertakes that in case it assigns his/ her/its/ their right and interests in the Space/ unit booked by him/her/ it/ them in favour of any person(s)/Company by way of mortgage tenancy, license or in any manner, such person(s)/ Company so inducted by the Allottee(s) shall also be bound by the terms and conditions of this Agreement. The Company or its nominee(s) shall be entitled to enforce all terms and conditions of this Agreement against any person(s)/ Company/ entity who has been inducted in the Space/ unit, originally agreed to be allotted to the Allottee(s).

(f) The Allottee(s), tenants, employees and occupants who may use the Space/ unit shall be bound by all the terms and conditions of this agreement and all the agreements, decision and determinations of the Maintenance Agency including any occupant using the Space/ unit.

25. The Allottee(s) confirms that he/ she/ it/ they has/ have entered into this transaction with full knowledge and understanding of all the laws and notifications and rules applicable to this area, including terms and conditions contained/imposed by the concerned Government or Local Authorities and that he/she/ they/ it has/ have familiarized himself/herself/ itself/ themselves with all the aforesaid and other agreements, arrangements etc.,
26. The Allottee(s) confirms that he/she/ it/ they has/ have satisfied himself/ herself/ itself/themselves about the interest and title of the Company and its Associates in the said Complex and that he/she/ it/ they has/ have fully understood all limitations and obligations in respect thereof and there shall not be any further investigation or objection or requisition by the Allottee(s) in this behalf.
27. At present, there is no subsisting notification, decision or order by the State Government or any other Government or Local Authority regarding acquisition or requisition or otherwise taking over of the area in which the Space is located. In case of any acquisition or requisition taking place hereafter, the Allottee(s) will be entitled only to refund of monies actually paid by him/ her/it/ them after deduction of any overdue due interest. If booking is made under the Assured Monthly Income plan in that case Allottee(s) shall be entitled to the compensation after deduction of paid monthly income cheques.
28. The upkeep, maintenance and management of the building and of common areas, maintenance, operation and up keep of plant and machinery shall be organized by the Company or its nominated Maintenance Agency.
29. (a) The Allottee(s) shall also pay to the Company such charges as may be determined by the Company and/or the Maintenance Agency appointed by the Company for maintaining various services/facilities in the Complex including expenses incurred for maintaining, upkeep, AMC's for AHU and power back up sanitation, electrification, area security, water supply and its distribution systems hereinafter referred to as maintenance

charges.

(b) The Allottee(s) shall also deposit with the Company a sum of Rs. 125/- Per Sq. Ft. (Rupees One Hundred and twenty Five Only) by way of Interest Free Maintenance Security (IFMS) and Rs.150/- Per Sq. Ft. (Rupees One Hundred Fifty Only) by way of Capital Replacement Fund (CRF).

(c) In case of default in payment of the maintenance charges by the Allottee(s), the Company shall be entitled at its option and without prejudice to its other rights to adjust/ recover the same by way of appropriation from the IFMS.

(d) The Allottee(s) will have to enter into a separate Maintenance Agreement with the Company/ Maintenance Agency appointed by the Company.

(e) That it is agreed by the Allottee(s) that the liability to pay the maintenance charges shall commence immediately from the date of offer of possession irrespective of the fact that possession is taken at a later date by the Allottee(s) and shall continue irrespective of the whether a Maintenance Agreement has been executed or not by that time.

(f) In case, the Allottee(s) fails to pay the Maintenance Charges by the due date or within the period mentioned in the notice, the Company or its nominee/ Maintenance Agency shall be entitled to levy interest at the rate of 24% per annum on the outstanding amount till the date of actual payment.

(g) The charges so fixed and payable every month shall be apportioned by the Company to which the Allottee(s) hereby agrees to accept as final and binding. Such charges would be billed to the Allottee(s) by the Company/ Maintenance Agency every month.

(h) It is clarified that Maintenance Charges will be exclusive of water, electricity and other consumables for which separate bills will be raised by the Company/ Maintenance Company and shall be paid by the Allottee(s) as stipulated herein.

30. Notwithstanding anything stated in hereinabove, the Allottee(s) agrees that its right to use the common facilities and services, including the supply of electrical energy/power back up/ air conditioning/water/lifts etc, shall be subject to regular and prompt payment of Maintenance Charges billed by the maintenance agency. If maintenance charges or any part thereof are not paid regularly, the Allottee(s) shall lose its right to use any of the

common facilities/services including right to receive electrical energy inside the Space/unit.

31. The Allottee(s) shall not be entitled to claim exemption from payment of any such amount by waiver of use or enjoyment of any of the general and/or restricted common areas and facilities.
32. All sums assessed by the Company/ Maintenance Agency and remaining unpaid by the Allottee(s)(s) or occupant inducted by him/ her shall constitute a charge on the Space/ unit.
33. The Allottee(s) shall comply with the decisions and resolutions of the Company and/or the Maintenance Agency and/or its representatives and failure to comply with the same shall empower the Company or any person nominated by it to not only recover the outstanding amounts but also to prevent the Allottee(s)/occupant from using and utilizing common areas and facilities and simultaneously obtain, if so required, injunctive relief against such Allottee(s)/Occupant. In the event of happening of eventuality contemplated above the disruption of common amenities shall not absolve the Allottee(s)/Occupant inducted by him/ her/ it/ them of his/her/ it/ their liability to pay maintenance charges to the Company or the Maintenance Agency nominated by it.
34. The Company, its servants, agents, representatives and the personnel of Maintenance Agency, as and when constituted, shall have the right to access and ingress to the Space/unit, at all relevant and reasonable time for the purposes of inspection, carrying out maintenance and necessary repairs and they shall have the right to use, upkeep and maintenance of sewerage, electric poles and wires, water channels in the entire Complex even if they run through/across the Space/ unit belonging to the Allottee(s) at all times.
35. The Company shall hand over the Space/Unit to the Allottee(s) for his/her/it/their occupation and use only subject to the Allottee(s) having complied with all the terms and conditions of this Agreement. In the event of his/her/it/their failure to take over and/or occupy and use the Space provisional and/or finally allotted within thirty (30) days from the date of intimation in writing by the Company, then the same shall lie at his/her risk and cost and the Allottee(s) shall be liable to pay to the Company holding charges @ Rs.10/- per sq. ft. per month for the entire period of such delay.

36. The Allottee(s) hereby indemnifies and agrees to keep the Company indemnified and harmless against any loss, damage or claim of any nature whatsoever which the Company may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by the Allottee(s) in respect of the Space/ unit, from the date of execution of this Agreement. The Allottee(s) hereby indemnifies the Company against any penal action, damages or loss due to misuse for which the Allottee(s) shall be solely responsible.
37. The Allottee(s) hereby agrees that he/she/ it/they shall have no right to put or fix or store any kind of thing, article or goods in the common passages, corridors, projections, or any other common place or area owned by the Company and the Company shall be entitled to remove the same without giving any notice to the Allottee(s) and to take them in its custody at the risk and responsibility of the Allottee(s). The Allottee(s) shall be entitled to claim return of such goods, materials, packages or things from the Company only on payment of removal storage charges fixed by the Company provided that such goods are claimed within reasonable period and after the expiry of a reasonable period, the Company shall have the authority to forfeit and/or dispose of the same without any notice or accountability to Allottee(s) and no claim of any sort whatsoever shall be made by the Allottee(s) against the Company in respect of such goods.
38. The Company has unfettered rights to physically stop carrying out of any unauthorized changes in the allotted space/unit and in any such eventuality Company may enter the allotted space/ unit and restore the same to the original condition at the cost of Allottee and further remove any sign boards or name plates or Air Conditioners or coolers etc. which may be installed/fixed in contravention of the terms of this Agreement.
39. The firefighting equipment shall be provided by the Company in accordance with the National Building Code currently in force. If subsequently, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code or if deemed necessary at the sole discretion of the Company, additional fire safety measures are undertaken, then the Allottee agrees and undertakes to pay, on demand the additional expenditure incurred thereon on pro rata basis, as determined by the Company, which shall be final and binding on the Allottee(s).
40. (a) That as and when any Plant and Machinery including but not limited to lifts, D.G. Sets,

Electric Sub Station, Pumps, Fire Fighting Equipment etc. require replacement and/or up gradation the cost thereof shall be contributed by all the Allottee(s) in the said Complex on pro-rata basis. The Company 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(s) agrees to abide by the same. The Company further declares and covenants that it will set up and administer a capital replacement fund to be utilized for all kinds of heavy and structural repairs, replacement of mechanical and electrical equipments, installations for similar and necessary expenditure incurred in respect of the Complex.

- (b) The Allottee will be liable to pay annually the capital replacement funds for the replacement of capital goods like generators, machinery, electrical equipments, cables, ducting transformers, pumping sets, fire fighting equipments, water mains, ventilation equipments, lifts, escalators etc. etc. The rate/s of capital replacement fund as payable would be worked out and apportioned by the Company and binding on Allottee(s) and the Allottee(s) agrees for the same.
- (c) The Allottee(s) agrees to pay the charges for the electricity and water (if provided) consumed in the space/ unit allotted to him/her/it/them in accordance with the separate meters provided for that purpose or in case where no separate meters are provided or are feasible, the Allottee(s) agrees to pay to the Company his/her/it/their share of such charges as may be apportioned by the Company on adhoc basis. The Company will, however, take into consideration the total charges in relation to the electricity and water consumed by the Allottee(s). The decision of the Company in this regard will, however, be final and binding on the Allottee(s). The bills for such charges will be raised by the Company and will be payable within fifteen days on demand along with collection/service charges of 10% (ten percent) and taxes. In case, when the Company supplies the electricity or water and from its own sources, the Company shall be entitled to charge such charges as it may deem fit and proper in accordance with the policies of the Company which shall be binding on the Allottee.
- (d) The Company shall endeavor to ensure round the clock electricity upto the panels of the space/ unit. The management of the energy and water within the Shop/Showroom is not in the scope of the Company. Water meter, where ever applicable, shall be fixed in the space/unit. The cost of common area water will be borne by the Company/Maintenance Agency while that consumed internally by space/unit will be charged based on the meter along with the electricity bill.

(e) The Company would provide Power Backup to the Allottee(s) on optional basis for which the Allottee(s) shall pay a separate interest free Security Deposit. The Allottee(s) shall be required to replenish the said Security Deposit from time to time within a period of 15 days from the communication delivered by the Company in this regard and at such rates or revised rates as decided by the Company. The Company shall also fix the unit rate for Power Backup charges consumed by the Allottee(s). The rates so fixed by the Company shall be final and binding on the Allottee(s) and shall not be open to question. The consumption of the power back-up made by the Allottee(s) shall be metered by way of a separate meter installed for the said purpose, the cost of which shall be borne by the Allottee(s).

(f) The Allottee(s) shall not be entitled to install its personal/individual generators for providing power back to the space/ unit agreed to be reserved for the Allottee(s).

41. The Allottee(s) shall not install any machinery, which may create sound or noise, which may in any manner cause damages or injury to the (Project/ Elevation/ Facade) or any structure or portion thereof. The Allottee(s) further agrees the explosives combustibles articles or any other articles (except Gas Cylinder) which are inflammable shall not be stored by him/ her/it/them under any circumstances in the Space/ units, the Allottee(s) shall not be entitled to use any even to be lit up with fire or to use vapor lamps and/or similar appliances which may be deemed to adversely affect the Complex.
42. That the Allottee(s) agrees that he/she/they/it will join any association of the Multiuse Residential Cum Commercial Complex as formed by the Company and pay any fee, subscription charges as required and to complete such documentation and formalities as may be required and/or deemed necessary by the Company for this purpose, failing which the same shall be treated as unpaid portion of the sale consideration payable by the Allottee(s) for the said Space/ unit.
43. In case the Allottee(s) proceeds to sub divide the Space/ unit agreed to be allotted to it or in case the Allottee(s) lets out/ transfers/parts with possession of the Space/ unit in contravention of the terms contained in this agreement or commits any other violation of this agreement, or of the terms and conditions imposed by NOIDA Authority, in that event the Company shall be entitled to Terminate/cancel this agreement and to recover vacant possession from the Allottee(s) or any person indicated by him/her/it/them. In case the Company is constrained to cancel the allotment, resume the Space/ unit and to recover possession, then the

entire costs and expenses incurred by the Company would be solely borne by the Allottee(s).

44. It is specifically agreed and understood by the Allottee(s) that the Company may at its sole discretion decide "not" to allot any or all unit/s to anybody or altogether decide to put at abeyance the project itself for which the Allottee(s) shall not raise any dispute or claim any right, title or interest with respect to the same. Further, the provisional and/or final allotment of the Space/Residential Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
45. In consonance of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the intending Allottee(s) in the manner set out herein without any interest/ compensation or damages whatsoever. If booking is made under the Assured Return Scheme in that case Company shall be liable to refund the amount received from him/her/it/them less deduction of paid monthly income cheques.
46. The Allottee(s) shall abide by all Laws, Bye-laws, Rules and Regulations of the Local Authorities and shall be responsible for all deviations/violations or breach of any of the conditions of Rules and Regulations. That the usage of the space/unit shall be as per zoning conditions, rules and regulations of Uttar Pradesh Industrial Area Development Act,1976 (year of this act) and the restrictions as may be imposed by the Competent authority which shall include the norms pertaining to the covered/ Built-up area.
47. No nuisance, dangerous or offensive trade being restricted by the law of the land is to be carried out on the said Space/ unit which may be in any way a nuisance, annoyance or danger to the Company or owners/Occupiers of any neighboring space/unit.
48. The Company shall have the first lien and charge on the said Space/ unit (including on any income/rent there from) for all its dues payable and/or that may thereafter become due and payable by the Allottee(s) to the Company under this Agreement.
49. Unless a Transfer Deed/Deed of Assignment/Sub Lease is executed and registered, the Company shall continue to be the owner of the Space/ unit and all amounts paid by the

Allottee(s) under this Agreement shall merely be an advance payment for purchase of the said Space/Unit and shall not give him/ her/it/them any lien, right, title or interest on the Space/Unit until he/she/it/they has/have complied with all the terms and conditions of this Agreement and a Transfer Deed/deed of assignment of the said Space/Unit has been executed and registered in his favour.

50. The Company shall execute the sub lease Deed and have it registered in favour of the Allottee(s) within a reasonable time after the Space/ unit has been finally demarcated at site and after receipt from the Allottee(s) of full sale price and other dues detailed herein above and the full cost of stamp paper and registration charges etc. Provided that the Company at its sole discretion may execute the Sub-Lease Deed at any time prior to the receipt of the full price and other dues, in that case even though the Sub-Lease Deed may have been executed, but the possession will be given to the Allottee(s) only when the Allottee(s) makes payment of the balance price and all other dues as stipulated in this Agreement. The Sub-Lease Deed shall contain terms and conditions contained herein and such additional terms and conditions as are considered proper by the Company & the Allottee(s) shall not object to any such terms.
51. That the Allottee(s) is aware that the Company has to raise loan from Financial Institutions/Banks for the Development of the Multiuse Residential Cum Commercial Complex and for this purpose may have to create a legal right. The Company, however, represents that the Space/Unit agreed to be sold to the Allottee(s) under this agreement shall be free from all encumbrances at the time of execution of the sub-lease Deed on account of the Company.
52. The Allottee(s) shall bear and pay all taxes (or his share of it) whether levied now or in future on the lands and/or building(s), as the case may be, from the date of execution of this Agreement.
53. If any other charges (including but not limited to any cess, fee or levy), service tax on construction or any other services or charges are imposed by the local/Central Govt., municipal or other statutory authorities from the date of execution of this Agreement, the same shall be borne by the Allottee(s) for his/her/it/their Space/unit.

54. The Allottee(s) shall get his complete address registered with the Company at the time of execution of this Agreement and it shall be his responsibility to inform the Company by Registered A.D, letter about all subsequent changes, if any, in his address, failing which, all notices and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach such address and the Allottee(s) will be fully liable for any default in payment and other consequences that might occur there from. The address given in the application for provisional booking of a Space/Unit shall be deemed to be the registered address of the Allottee(s) until the same is changed in the manner aforesaid.

55. The Allottee(s) having NRI/PIO status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/Company, the amount paid by the Allottee(s) shall be refunded as per terms and conditions of this agreement, without any interest or compensation and the allotment shall stand cancelled forthwith. The Allottee(s) agrees that the Company will not be liable in any manner on such account.

56. It is clearly agreed and understood by the Allottee(s) 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(s) as per installment plan opted by him/her/it/them.

57. That if the Allottee(s) has to pay commission or brokerage to any person for services rendered by such person to him/her/it/them whether in India or outside India for acquiring the said Space/ unit for the Allottee(s), the Company shall in no way whatsoever be responsible there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Space/unit.

58. That in case there are Joint Allottee(s)s, all communications, demand notices etc. shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her/it/them, which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the named Allottee(s) and the Allottee(s) have agreed to this condition of the Company.

59. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provision or of the right thereof to enforce each and every provision.
60. This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous arrangements between the parties concerning the matter herein whether oral, written or implied, and any variation in any of the terms hereof, except under the signature of the Constituted Attorney/ Authorized Signatory of the Company, shall not be binding on the Company. Terms of this agreement supersedes the terms of the Application form. It is expressly agreed between the parties that any advertisements, brochures, hand bills issued by the Company does not form the basis of this Agreement with the Company. The Company is only bound by the terms and conditions as incorporated in writing in this Agreement and signed by the Directors of the Company or any official authorized by the Board of Directors of the Company.
61. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purposes of this Agreement and to the extent necessary to conform to applicable law but the remaining provision of this Agreement shall remain valid and enforceable in accordance.
62. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
63. The Allottee(s) right to use and occupy the said Space/ unit allotted shall be in accordance with and subject and subordinate in all respects to the provisions of the terms and conditions of this Agreement, Maintenance Agreement and to such other rules and regulations as Company may from time to time promulgate and subject to laws of Land.
64. That any dispute, differences and/or claims arising out of the said Agreement shall be settled by the sole Arbitrator to be appointed mutually by the Company and the intending Allottee(s) in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or

any statutory amendments thereof. All expenses of arbitration and sitting fees of the arbitrator will be shared equally by the parties to this agreement. The venue of the arbitration will be at Delhi.

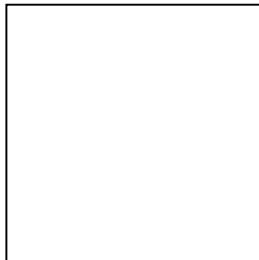
65. The Delhi High Court and the Courts subordinate to it alone shall have exclusive jurisdiction in all matters arising out of/touching and/or concerning this transaction and which are taken pursuant to.
66. For all intents and purposes, singular includes plural and one gender includes the other gender.

Signature(s) of Allottee(s)

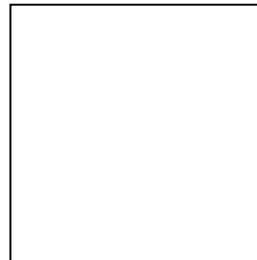
For **Aims Sanya Developers (P) Ltd.**

Photograph of Allottee(s)

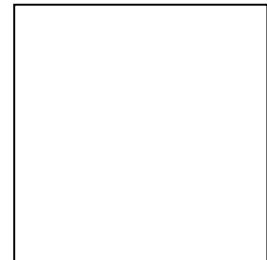
**Authorised Signatory(ies)**



First Allottee(s)



Second Allottee(s)



Other Allottee(s)

IN WITNESS WHEREOF the parties hereto have hereunto signed the duplicate copy hereof set and subscribed their respective hands at places and on the day, month and year mentioned under their respective signatures.

Place: New Delhi

Signed for and on behalf

For **Aims Sanya Developers (P) Ltd.**

**Authorised Signatory**

I/We have pleaded and understood the abovementioned terms and conditions and agreed to abide by the same.

Place: New Delhi

Date: \_\_\_\_\_

Signed by the Allottee(s)/Purchaser(s)

I) Name: \_\_\_\_\_  
(First Allottee(s))

Signature: \_\_\_\_\_

II) Name: \_\_\_\_\_  
(Second Allottee(s))

Signature: \_\_\_\_\_

III) Name: \_\_\_\_\_  
(Other Allottee(s)/s)

Signature: \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Checked & Verified by:

1. Accounts : \_\_\_\_\_

2. Legal : \_\_\_\_\_

3. CRM : \_\_\_\_\_

NOTE: PERSON SIGNING THE AGREEMENT ON BEHALF OF OTHER PERSON / FIRM / BODY CORPORATE SHALL FILE HIS AUTHORISATION/POWER OF ATTORNEY.