



BUILDER BUYER AGREEMENT

This Builder Buyer Agreement is made at New Delhi on this ____ Day of ____, ____.

BETWEEN

Concept Horizon Infra Pvt. Ltd., a company registered under the Companies' Act, 1956 having its Regd. and corporate office at 8/11, Jangpura Extension, New Delhi – 110014, India through its Director/Duly Authorized Signatory, _____ S/o _____. (hereinafter referred as the “**Developer**” of the First Part).

AND

_____ S/o _____ R/o _____. (hereinafter referred as 1st Applicant)

(Hereinafter referred jointly/Severally as the “Allottee(s)”) of the Second Part.)

The expressions Developer and Allottee(s) shall unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators, legal representatives, successors and assignees.

- A] WHEREAS the Developer has all the rights of construction, development and marketing of the entire project in “**Orizzonte**” at Plot no. 22, Knowledge Park - III, Greater Noida, Uttar Pradesh, India (“**Project**”) after having obtained the rights from M/s Premier Information Technology Parks Pvt. Ltd. vide MOU dated 07.06.2013 executed between the Developer and M/s Premier Information Technology Parks Pvt. Ltd., along with all the rights of further Booking/Registration/Transfer of the said Units. M/s Premier Information Technology Parks Pvt. Ltd. in turn, has title over the aforesaid land vide lease deed dated 22.03.2006 executed by Greater Noida Industrial Development Authority (“**GNOIDA**”) in its favour.



AND WHEREAS the Developer has represented to the Allottee(s) that it is estimated that the Project is likely to be completed in 30 (Thirty) months, subject to Force Majeure as defined hereunder, from the date of execution of this Agreement and is likely to render the Unit/Apartment ready for occupation and possession within the said period, however the Allottee understands that the completion might be delayed, despite the best intention of the Developer.

- B] AND WHEREAS the Allottee(s) has booked a **Unit/Apartment** bearing unit no. _____ in **Tower** _____ located at _____ **FLOOR** admeasuring _____ **Sq. ft.** (Super built up area) as per specification mentioned in Application Form (herein after referred to as the said **"Unit/Apartment"**) for a basic sale consideration of **Rs.** _____/- (Rupees _____ Only) for the said Unit/Apartment (herein after referred to as the said unit) apart from EEC/FFC, IFMS, Lease Rent, Development Charges, Car Parking Charges, Club Membership Charges & PBIC duly mentioned in the application form and other charges as levied by the government from time to time. The sanctioned map is subject to changes as may be approved by the GNOIDA subject to change in individual devilling unit area limited to an increase or decrease of ten percent.
- C] AND WHEREAS the Allottee(s) has fully understood and has agreed to accept the allotment of the Unit on super built up area basis which includes proportionate area of wall thickness, staircase, passages, corridors, lift area, lobby area, landscape area, entrance lobby, plumbing shafts, lift machine room, generator room, electrical room, security rooms, general facilities etc. Allottee has been explained that the carpet area of the Unit/Apartment would be less than the Super Built Area of the flat and the price charged from the Allottee is for the Super Built up Area.
- D] AND WHEREAS the Allottee(s) acknowledges and confirms that the Developer has provided all requisite information and clarification as required by the Allottee(s) and that the Allottee(s) has made Independent enquiries and has used his/her best judgment and discretion and has satisfied himself/herself in all respects and that he/she has made the decision independent of any representations or statements of any nature whatsoever made by the Developer.



- E] AND WHEREAS the Allottee(s) has confirmed to the Developer that the Allottee(s) is sufficiently acquainted with the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (hereinafter “**U.P. Apartment Act**”) and particularly the consent clause, formation of Apartment Owners Association clause, transfer of common facilities and maintenance clause of the U.P. Apartment Act, the laws, rules, notification, etc. in general as applicable to the said Unit/Apartment /building and in particular the terms and conditions contained in this Builder Buyer Agreement and the Application Form and that he/she has clearly understood his/her rights, duties and responsibilities and obligation under each and every clause of this Builder Buyer Agreement as well as Application Form.
- F] AND WHEREAS the Allottee(s) has further consented to the Developer that he will never seek formation of any Unit/Apartment owners association or seek transfer of maintenance services as the Unit/Apartment opted by the Allottee is part of luxurious living and ultra modern life style.
- G] AND WHEREAS this Agreement is confined and limited in its scope only to the sale of the said Unit in the said Project and the same does not confer any other right, title or interest unto the Allottee(s).The Allottee(s) has further confirmed and consented to the Developer to fully comply with the provisions of the U.P. Apartment Act as applicable; and that he/she/they shall have no objection if the Developer is allowed extra FAR by the authorities to apply for revised map or may raise construction as per the revised map and commercially sell/use the same, without any objection or claim from the Allottee.
- H] AND WHEREAS the Developer relying on the confirmations and representation made by the Allottee(s) to faithfully abide by all the terms, conditions and stipulation contained in this Builder Buyer Agreement, has accepted in good faith, his/her applications to allot the unit and is now willing to enter into this Builder Buyer Agreement on the terms and conditions contained hereafter



NOW THIS AGREEMENT WITNESSES AS UNDER:

1. THE AREA

THAT the Allottee(s) has hereby booked a Unit/Apartment bearing unit no. _____ in **Tower** _____ located at _____ **FLOOR** admeasuring _____ **Sq. ft.** (Super built up area) in the project named "**Orizzonte**" at Plot no. 22, Knowledge Park - III, Greater Noida, Uttar Pradesh, India as per specification mentioned in Application Form.

2. UNIT CONSIDERATION

THAT the Allottee(s) has opted for payment of basic sale consideration of **Rs. _____/-** (Rupees _____ Only) for the said Unit/Apartment in addition to charges towards EEC/FFC, IFMS, Lease Rent, Development Charges, Car Parking Charges, Club Membership Charges & PBIC as mentioned in the Application Form and any other charges as levied by the Government or any other authority from time to time of which an amount of **Rs. _____/-** (Rupees _____ Only) is being paid simultaneously with the execution of this Builder Buyer Agreement or before as Earnest Money, that for the sake of abundant clarity it is stated that the same is non refundable at all times.

- i. Cheque No. _____ dated _____ for **Rs. _____/-** (Rupees _____ Only) drawn on _____ Bank.

2A. CLP

- a. As the Allottee(s) has opted for CLP and paid an amount of **Rs. _____/-** (Rupees _____ Only) on the date of signing of this agreement. Any balance amount with the reference to the above mentioned along with the other charges shall be payable by the Allottee(s) on or before offer of possession. Additionally, the payment plan so opted for by the Allottee(s) is annexed along with this Agreement as **ANNEXURE-I**.



3. PAYMENT PLAN AND INSTALLMENTS

- 3.1. THAT the Consideration for the said Premises and other charges are based on the Super Area of the Unit as mentioned in the Application Form and shall be paid by the Allottee(s) in accordance with the terms herein.
- 3.2. THAT the schedule of the instalments payable by the Allottee(s) as selected by the Allottee(s) under the payment plan defined in the Application Form shall be final and binding on the Applicant(s) or Allottee(s) herein. That the Applicant(s)/Allottee(s) hereby abides to pay regular monies to the Developer as per chosen payment plan without any demur, delay or default for any reason whatsoever.
- 3.3. THAT in case of any default on the part of Allottee(s) in making payments or in compliance if any other obligations under this Agreement as well the Allotment Letter, performance of the obligations of the Developer under the Agreement shall stand suspended and shall re-commence only from the date of complete payment made by the Allottee(s) to the Developer or from the date of compliance of such obligations as the case may be.
- 3.4. THAT the Applicant/Allottee(s) assures that it shall make all such payments to the Developer as well as any authority or Government as the case maybe at such times and as detailed in the Application Form, without any requirement for the Developer to send out any notice or intimation to the Applicant /Allottee that the Consideration (or any part thereof) or other part thereof or charges have become due and payable. All payments by the Applicant/Allottee shall be made through Cheques/Demand Drafts/Banker's Cheque/RTGS/NEFT in favour of Concept Horizon Infra Pvt. Ltd. payable at New Delhi. No cash payments shall be acceptable and no cash receipt shall be honoured by the Developer.
- 3.5. THAT in case any taxes/ duties / charges are introduced or levied by the Government or any other Authority, the proportionate increase in Consideration/ charges in respect thereof shall also be payable by the



Applicant/Allottee. The failure of the Applicant/Allottee to make payments of such amounts shall not make the Developer liable in any manner.

- 3.6. THAT the Applicant(s) /Allottee(s) agrees that in the event there is an enhancement of charges by any Governmental Authority or any additional expenses are borne by the Developer for any reason including, inter alia, for providing any external services by any Government Authority etc. and upon written intimation by the Developer to the Applicant / Allottee of the same, the Applicant /Allottee shall make prompt and due payment of such additional sums within 15 days of such demand by the Developer. The failure of the Applicant/Allottee to make payments of such amounts shall not make the Developer liable in any manner.

4. PREFERENTIAL LOCATION CHARGES

- 4.1. THAT the Applicant(s)/Allottee(s) understands and agrees that allotment of some Units may have been done by the Developer at a preferential charge. The Applicant(s)/Allottee(s) hereby therefore agree to pay the preferential location charge (PLC) for their location advantage to the Developer as specified by the Developer at the time of making the booking for allotment of the Unit with the Developer. The Applicant hereby agrees to pay the preferential location charges (PLC) without any demur or protest to the Developer for the Applicant(s) Unit to be allotted at a preferential location. The PLC is an optional charge and the same, if opted by the applicant(s)/Allottee(s), shall form a part of the consideration and shall be paid by the Applicant/ Allottee(s) in terms of the payment plan agreed and a default thereof shall also make the Allottee(s) liable in the same manner as a default in its other payment obligations under this Agreement and the Allotment Letter.

5. SAFETY MEASURES

- 5.1. THAT the fire safety and other measures have been agreed to be provided by the Developer as per existing Code / Regulations as on the date thereof, however, in the event that any further fire safety or other measures are undertaken, and are deemed necessary by the Developer or are required to



be undertaken pursuant to the requirements of any applicable Law/Regulations, which leads to increase in any input costs of the Said Premises, the proportionate increase in Consideration/ charges in respect thereof shall also be payable on demand by the Applicant / Allottee(s).

6. MAINTAINENCE AGENCY

- 6.1. THAT the Developer has provisionally allotted the Said Premises to the Applicant/Allottee in the terms stipulated herein, the Applicant/Allottee agrees that prior to taking possession of the Said Premises, the Applicant / Allottee shall enter into a separate maintenance agreement (the “**Maintenance Agreement**”) with the Developer or such maintenance agency as may be designated by the Developer in this regard (the “Designated Maintenance Agency”), in the form and substance and within such period as prescribed by the Developer, for the maintenance of common areas and facilities. The Applicant further undertakes to abide by the terms and conditions of the Maintenance Agreement.

7. DEFAULT, CANCELLATION AND TERMINATION

- 7.1. THAT the timely payment of Consideration and other dues payable by the Allottee(s), as more particularly described in the Application Form, is the essence of this Agreement and is an essential prerequisite to the performance of the Builder Buyer Agreement.
- 7.2. THAT in the event of breach or default by the Applicant / Allottee of any of the covenants contained herein, (“**Default**”), the Developer may issue a notice calling upon the Applicant / Allottee to rectify the Default within a period of 15 days from the date of the notice (“**Notice Period**”). The Applicant / Allottee, immediately upon receipt of notice of such Default, shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Developer of such rectification or removal of breach of default by a written letter (by registered post).



- 7.3. THAT in the event that in the judgment of the Developer, the Default is not cured by the Allottee within the Notice Period, the Developer may, without prejudice to any other legal remedy which the Developer may have in Law, equity or contract, in its sole discretion, cancel the Allotment in accordance with the provisions hereof. Upon such cancellation, the Applicant / Allottee shall be liable to pay the Developer the sums, as if the cancellation was a cancellation by the Applicant / Allottee. The Applicant / Allottee shall not have any lien or any other right on the Said Premises, nor should anything herein or elsewhere be construed to entitle the Applicant / Allottee to obstruct, prevent, injunct or restrain the Developer from making a fresh Provisional Allotment in respect of the Said Premises to any Third Party after cancellation of the Provisional Allotment, or to restrict, prevent or injunct any cancellation of the Provisional Allotment.
- 7.4. In the event of termination of this Agreement owing to default on the part of the Allottee(s) in payment of any dues as per the payment schedule as more specifically described under the Allotment Letter, the Developer shall be free to deal with the Said Premises in any manner, whatsoever, at its sole discretion.
- 7.5. Upon termination of this Agreement by the Developer, all amount(s), paid by the Allottee(s) over and above the Earnest Money and the Termination Charge as mentioned hereinafter, shall be refundable to the Allottee by the Developer without any interest thereon in the manner, after deductions of the requisite processing charges as levied by the Developer and after deduction of interest at the rate of 18% per annum for the period of delay in making payment on the outstanding amounts of Consideration and other dues from the due date(s) up to their payment or cancellation of the Provisional Allotment.

In case the Developer and Applicant/Allottee have entered into any Tripartite Agreement with any financial institution, no refund shall be received till the Applicant/Allottee submits the No Objection Certificate from the financial institution relinquishing in favour of the Developer.



- 7.6. That the Developer may, at its sole discretion, condone the Default and restore/ re-allot the Allotment by levying such damages, charges, fee, etc.
- 7.7. The re-allotment of the unit at “**Orizzonte**” shall be solely executed at the interest and availability of the units with the Developer and the Applicant / Allottee is barred from challenging the decision of the Developer.
- 7.8. That where a charge or fee or any other sum of money for the condonation of any Default has been prescribed hereunder, the Developer shall be at its own liberty and discretion to condone the Default by levying such charge or fee or such sum of money as may be prescribed herein or such an amount as the Developer thinks fit. The levy of any such damages, charges, fee, etc. shall be without prejudice to the rights of the Developer to demand specific performance of such obligations hereunder or to exhaust appropriate legal remedy as available under law.
- 7.9. That the failure of the Developer to promptly exercise any right herein granted or to require specific performance of any obligation undertaken herein by the Applicant / Allottee, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any or all obligations herein undertaken by the Applicant / Allottee unless the same has been expressly waived in writing by the Developer.
- 7.10. THAT the Allottee(s) shall be entitled to cancel the Allotment of the Unit only upon default on the part of the Developer to deliver the Said Premises despite timely and complete payment of the Sale Consideration by the Allottee and other dues in accordance with the terms herein. If the Allottee(s) for any other reason requests the Developer to permit it to cancel the Allotment in his favour, the Developer may in its sole discretion, permit such cancellation provided that the Allottee compensates the Developer for any loss caused on account of substituting another Applicant in his/its/her place and stead (“**Termination Charge**”).



- 7.11. THAT notwithstanding anything stated hereinabove, in the event the Allottee(s) is permitted to cancel the Allotment by the Developer or in the event the Developer terminates the Allotment in accordance with the provisions herein, the entire amount of Earnest Money shall be forfeited by the Developer as stipulated herein. The balance instalments paid by the Allottee(s) in accordance with the terms hereof shall first be used to satisfy the Termination Charge, which shall include and in any event not be less than the interest amounts, and the rest of the payments shall be refunded to the Applicant without interest.
- 7.12. If the Allotment is terminated / cancelled as defined hereinabove, all obligations of the Developer and the Applicant / Allottee(s) hereunder, under this Agreement shall automatically terminate with no further act or conduct being necessary or required on the part of either the Applicant or the Developer, or any liability attaching to either the Applicant or the Developer, and each of the Parties shall irrevocably be released from all obligations and liabilities hereunder.
- 7.12.1. PROVIDED such termination shall not constitute a waiver by either party of any claim it may have for actual damages caused by reason of, or relieve either party from liability for, any breach of these Terms & Conditions prior to termination.

8. OBLIGATIONS OF THE DEVELOPER

- 8.1. The Developer shall make best efforts to deliver possession of the Said Premises to the Allottee by on or before expiry of 30 (Thirty) months from the date of execution of earlier agreement with a further grace period of 180 (One Hundred Eighty) days. If the completion of the Said Premises is delayed by reason that is beyond the control of the Developer including non-availability or scarcity of steel and / or cement and/ or other building materials and/or water supply and/ or electric power and/manpower/labour, slow down, strike and/or due to a dispute with the construction agency employed by the Developer, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Law(s) or as a result of any restrictions imposed by a Governmental Authority or



delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Governmental Authority or for any other reason beyond the control of the Developer (hereinafter referred to as “Force Majeure Events” and each individual event referred to as a “Force Majeure Event”), the time for handing over of possession shall stand extended

- 8.2. That the above indicated time, is only for handing over of possession of Unit/Apartment to the Allottee, and the Developer may take longer to complete the Project, which includes various other common areas/features and facilities, in all respect. The Allottee fully acknowledges that development of the Project shall be carried out in phases, and at the time of offer of possession of the Unit/Apartment to him, the construction at the site may still be going on for completion of the Project as explained above, and the Allottee shall have no objection to the same or make any claim for any inconvenience caused to him due to the construction or related activities at the project site.
- 8.3. Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damages/loss of profit or consequential losses against the Developer on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Developer. If, however, the Developer fails to deliver possession of the Said Premises within the stipulated period as mentioned herein above, and within the further grace period of 180 days thereafter, or within the extended time, the Allottee shall be entitled to a compensation for delay thereafter @ Rs. 10/- per sq. ft. per month for the Super Area of the Said Premises (“Compensation”). The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time delay for the delivery of possession of the Said Premises.
- 8.4. The Allottee hereby agrees that if the Allottee has at any time defaulted in making timely payment of any instalment(s) for Consideration, or has not made full payment of the Consideration of the Said Premises and other charges due from the Allottees, no Compensation shall be payable by the Developer.



- 8.5. In the event that a Force Majeure Event occurs, the Developer has the right to alter the terms and conditions of Builder Buyer Agreement of the Said Premises as stated herein or if the Force Majeure Events so warrant, the Developer may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Developer hereunder.
- 8.6. It is hereby clarified that the total construction period as stipulated herein shall stand automatically extended, without any further act or deed on the part of the Developer, by the period during which a Force Majeure Event(s) occurs. Provided that the Developer shall be the sole judge of the existence of a Force Majeure Event and the judgment shall not be unreasonably exercised.
- 8.7. The project would be fully RERA compliant. The Developer is ready with all the compliances to get the project registered to implement the rules framed under Real Estate (Regulation & Development) Act. The project would be duly registered with the concerned authorities as per the rules and amendments made in this context from time to time

9. OBLIGATIONS OF THE ALLOTTEE(S)

- 9.1. As and when the Said Premises is ready for possession in accordance with the terms specified herein, the Developer shall issue a notice of offer of possession (the "Notice of Possession") calling upon the Allottee to take possession of the Said Premises after paying stamp duty, registration charges and other legal, incidental expenses in respect of documents to be executed thereupon and upon the payment of the entire Consideration, other dues and Maintenance Deposit/ Maintenance Charges / Charges in accordance with the Builder Buyer Agreement and the terms therein. Within 30 (thirty) days of the date of dispatch of the Notice of Possession the Allottee shall be liable to take physical possession of the Said Premises after making the entire balance payment. If, for any reason, the Allottee fails and neglects or delays or is not ready or willing to take possession of the Said Premises, the Allottee shall be deemed to have taken possession of the Said Premises at the expiry of 30 (thirty) days from the date of dispatch of the



Notice of Possession by the Developer. In this event the Said Premises shall be at the risk and cost of the Allottee and the Allottee shall be further liable to pay holding charges @ Rs.10/- per sq. ft. per month for the Super Area of the Said Premises (the “Holding Charges”).

- 9.2. Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of dispatch of the Notice of Possession, the Developer shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the Allotment and refund the payments received from the Allottee in accordance with the Terms & Conditions. The Allottee agrees not to question the decision of the Developer in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession.
- 9.3. The Developer may, however, at its sole discretion, restore the Provisional Allotment by levying the Holding Charges upto the date of such restoration. In addition to the Holding Charges as described hereinabove, the Allottee shall also be liable to pay proportionate Maintenance Charges in respect of the Said Premises from the expiry of 30 days from the dispatch of the Notice of Possession till such time he takes possession of the Said Premises.
- 9.4. The Developer or the Designated Maintenance Agency shall be entitled to access the Said Premises at such time as is fixed by the Developer or the Designated Maintenance Agency for the purpose of carrying out general repair and service of any Common Areas and facilities and equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Said Premises and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Developer or the Designated Maintenance Agency shall endeavour to restore the walls / floor of the Said Premises in the same condition in which they were earlier, after carrying out the repair and / or service work.



10. TITLE DOCUMENTATION

- 10.1. THAT the detailed terms of the transfer of the Said Premises to the Allottee(s) upon its completion shall be based on the definitive legal document for the transfer of property and the same shall be executed at the time of completion of the said premises and after payment of all dues and shall include the entire understanding between the Parties relating to the transfer of title of the Said Premises in the name of the Applicant(s)/Allottee(s). The Applicant(s)/Allottee(s) shall have no right, title or interest whatsoever on the said Unit Premises except for the terms stipulated in this Agreement executed between the Developer and the Applicant(s)/Allottee(s), either during its construction or after its completion till the execution of legal document for the transfer of property by the Concept Horizon Infra Pvt. Ltd. in favour of the Applicant/Allottee(s) with the office of the concerned sub-registrar.

- 10.2. THAT all the expenses with respect to the execution of the sale deed/title documentation including the expenses on stamp duty, registration fees, brokerages etc. shall be borne by the Allottee(s) exclusively. The Allottee(s) also abides to bear present and future liability arising out of service tax or any other government taxes for the respective unit. Failure on the part of the Allottee(s) to procure the requisite stamp paper or cooperate with the Developer for execution of the Sale Deed despite lapse of 30 days from the request by the Developer to do so, shall absolve the Developer of its liabilities and obligations under this Agreement.

11. UNDERTAKINGS

- 11.1. THAT the Applicant has applied for Allotment of the Said Premises after satisfying himself that he has understood and appreciated the content and the implications of the laws applicable to “**Orizzonte**” and the Said Premises.

- 11.2. THAT the Applicant/Allottee has assured that he has inspected the site, the Plans, ownership records, the Lease Deeds, other documents relating to the title and all other details of the Said Premises that the Applicant considers



relevant for the transaction contemplated herein. The Applicant/Allottee has satisfied himself/herself about the right, title and capacity of the Developer to deal with the Said Premises and “**Orizzonte**” and has understood all the limitations and obligations thereof and does not have any reservations/ doubts regarding the same.

- 11.3. THAT the Applicant/Allottee understands that the service being provided in terms of this Agreement by the Developer is an IT/IT enabled services and Said Premises shall be used only for the purpose as sanctioned by GNOIDA and other government authorities and for no other purpose;
- 11.4. THAT the Allottee agrees to sign all such applications, papers and documents and do all such acts, deeds and things as the Developer may reasonably require for safe-guarding the interest of the Said Premises or for securing the interests of the Allottee and/or the Developer.
- 11.5. THAT the Allottee undertakes to supply No-objection to the Developer as and when required for extra construction therein/thereon if permissible or allowed by the Authorities.
- 11.6. THAT the Applicant understands that the Developer has the right to raise finance from any Bank/ Financial Institution/ Body Corporate and for this purpose it can create equitable mortgage or charge or hypothecation on the Leased Land and the construction thereon in process or on the completed construction, in favour of one or more such institutions.
- 11.7. THAT it is agreed between the parties that the Developer reserves the right to transfer / assign the Leased Land in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s), whether incorporated or not, association or agency by way of sale/disposal or any other arrangement as may be decided by the Developer in its sole discretion and the Applicant agrees that he/she shall not raise any objection in this regard. It is further assured by the Developer that the vested interest of the Allottee(s) shall be protected in case of such transfer by the Developer.



11.8. THAT nothing herein shall be construed to provide the Applicant / Allottee(s) with any right, whether before or after taking possession of the Said Premises or at any time thereafter, to prevent the Developer from:

11.8.1. Constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Premises; (Temporary or Permanent)

11.8.2. Amending / altering the Construction Plans at “**Orizzonte**”.

12. FORCE MAJEURE

12.1. THAT in the case of an event of Force Majeure, the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in its Application Form or this AGREEMENT in continuation of the same, if such performance is prevented, delayed or hindered by any act that is beyond the control of the Developer including an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, government interference, action of labour unions, change in applicable law or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer.

12.2. THAT the Developer shall inform the Allottee(s) in the event of occurrence of any of the aforementioned events of force majeure and shall also inform the Allottee of the end such force majeure event. The Developer shall, if required, shall intimate the Allottee in writing if it is required to dispense with its payment obligations during the period of occurrence of such force majeure; however in all other events, the Allottee(s) shall be liable to continue its payment obligations in terms of this Agreement and the Allotment Letter. However, in case of abandonment of the Project by the Developer on account of any of the events of force majeure as mentioned hereinabove, the Allottee shall have the option to seek refund of consideration from the date of occurrence of such force majeure conditions.



13. TRANSFER

- 13.1. THAT in the event that the Applicant(s) / Allottee intends to transfer the said Allotment, at any point of time after execution of this Builder Buyer Agreement or upon completion of the project, in favour of any entity of person so nominated by the Allottee(s) (transferor), the Allottee shall be required to apply to the Developer, in the prescribed format of the Developer, and the Developer shall at its sole discretion, transfer the said Unit in favour of the third party (transferee). Such transfer shall be affected only by the Developer and only upon receipt of the administrative charges and all outstanding payments payable by the Allottee.

14. NOTICES AND COMMUNICATION

- 14.1. THAT all notices shall be deemed to be served as contemplated herein and the same shall be deemed to have been duly served if sent by one Party to the other by Registered Post at the address(es) specified in the application form and it shall be the responsibility of the Allottee(s) to inform the Developer by a Registered letter about all subsequent changes, if any, in his address, failing which all communications 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 at such address and the Applicant shall be fully liable for any default in payment and other consequences that may accrue therefrom.
- 14.2. THAT in the event that there are joint Applicants, all communications and notices shall be sent by the Developer to the first Applicant at the address given by him in the Application Form, which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s). All notices and other communication required to be sent by the Applicant to the Developer shall be sent by the Applicant to the registered office of the Developer as specified in the application form.



15. NON-RESIDENT INDIAN AND FOREIGN APPLICANTS

- 15.1. THAT the Applicant, if resident outside India or if not an Indian national or citizen, shall be solely responsible to comply with the necessary formalities as laid down / set out in Foreign Exchange Management Act, 1999 and any other law for remittance of payment(s) and for acquisition of the immovable property in India. The Applicant shall furnish the required declaration that he/they is complying with such necessary legal formalities in the format prescribed by the Developer.

16. SEVERABILITY

- 16.1. THAT if any provision of these Terms & Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

17. APPLICABLE LAWS AND JURISDICTION

- 17.1. THAT the Allotment shall be governed and interpreted by and construed in accordance with the laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or there under and, the Courts at New Delhi, India exclusively shall have jurisdiction over all matters arising out of or relating to this Agreement and other documentation between the parties.
- 17.2. THAT any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Developer and the Applicant. In the event of disputes, claim and/or differences not being amicably resolved, such disputes shall be referred to arbitration by a sole arbitrator to be appointed by the mutual consent of the parties in terms of the Arbitration and Conciliation Act, 1996. The proceedings of the Arbitration shall also be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The Applicant/Allottee(s) hereby gives his consent to the appointment of the sole arbitrator by the Developer as specified herein



above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be New Delhi, India. It is hereby clarified that during the arbitration proceedings, the Developer and the Applicant/Allottee(s) shall continue to perform their respective rights under the Provisional Allotment.

17.3. This Builder Buyer Agreement is executed at New Delhi and Courts in New Delhi alone will have the exclusive jurisdiction over this Agreement to the exclusion of all other courts and Agreement shall be set to and construed in accordance with the laws of India.

All the Annexure attached herewith along with this Agreement form an integral part of the same and must be read as part and parcel of this Agreement.

Two copies of this Agreement are executed, one to be retained by the Developer and the other to be retained by the applicant/Allottee.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS BUILDER BUYER AGREEMENT AT DELHI ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

WITNESSES

1.

DEVELOPER

2.

x

ALLOTTEE(S)

x



ANNEXURE – I

Payment Plan: CLP