

APARTMENT BUYER AGREEMENT

This agreement made at New Delhi on ____ the ____ of ____ 201__

BETWEEN

HORIZON CONCEPT PVT. LTD., a Company registered under the Indian Companies Act", 1956 and having its Registered office at 8/13, 15t Floor, Jangpura Extension, New Delhi-110014 and Corporate Office at B-131, Sector-2, Noida-201301, UP (representatives and assigns) through its authorized signatory Suninder Sandha the Party Of the FIRST PART,

AND

(FOR INDIVIDUALS)

* _____ S/o _____ Resident of _____ And _____ W/o _____ Resident of _____ hereinafter singly/jointly, as the case may be, referred to as 'Allottee' (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs executors, administrators, legal representative, successors and assigns) of the SECOND PART.

WHEREAS

- A. M/s **Horizon Buildcon Pvt. Ltd.**, the flagship company of the Group has all the rights to construct the Residential Group Housing compendiously called "**IRIDIA**" (hereinafter being referred to as the Said Group Housing) and in possession of land parcels admeasuring 23114 Sq. meter bearing Khasra nos. 123 & 155 situated at Vill. Illabans, Noida, Gautambudha Nagar by virtue of Collaboration agreement dated 28th Day of August the 2012 with land owner M/S Kaveri Sahakari Awas Samiti (hereinafter 'Said land')
- B. The AMA (Appar Mukhya Adhikari), Zila Panchayat, Gautambudh Nagar, has issued sanction of Building Plan vide No. 263/NI/2013 dated 08/08/13 in favor of M/S Kaveri Sahakari Awas Samiti for construction of Group Housing upon their respective aforeSaid land parcels.
- C. The Developer has represented that, it will complete the construction of the Said Group Housing and make it ready of occupation and possession in all respects, on or before expiry of 36 months from the date of execution of this agreement unless the construction of the same is stopped or delayed on account of factors beyond its control, as has been stipulated in the latter part of this agreement.
- D. That, **Horizon Buildcon Pvt. Ltd.** empowered it's marketing arm and group of company M/S **Horizon Concept Pvt. Ltd.** to market the Said deviling unit, enter into agreement to sell, collect the payments against the Said Unit, executing and registering the Conveyance Deed and also do such other acts / deeds as may be necessary for confirming upon the Allottee a marketable title to the Said Unit free from all encumbrances. The Conveyance Deed shall be in the form and content as approved by the Developer's legal advisor and shall be in favour of the Allottee. Provided that the Conveyance Deed shall be executed only upon receipt of full consideration amount of the Said Unit, Stamp Duty and Registration Charges and receipt of other dues as per these presents.
- E. The Allottee after visiting the site and satisfying himself with regard to the price, specifications, ownership record of the Said land and all other relevant / related aspects of the project, has approached the Developer for the purchase of approximately _____ **Sq. Ft.** equal to _____ **Sq. Meters** Super Area hereinafter referred to as the Said '_____' located on the _____ **FLOOR** of _____ **Tower** of the Said Group Housing.
- F. The Allottee acknowledges that the Developer has readily provided all information & clarifications as required by him / her but that he / she has not unduly relied upon and is not influenced by the architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, made by the Developer, its selling agents / brokers or otherwise including but not limited to any representation relating to description or physical condition of the property, its size or dimensions or any other physical characteristics thereof, the services to be provided, the facilities/amenities to be made available or any other data except as specifically represented in this agreement. Further, the Allottee has relied solely on his / her own judgment and investigation in deciding to enter into this agreement for purchasing the Said Unit. 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.
- G. The Allottee has examined the tentative building plans and all other approvals and permissions and has satisfied himself / itself about the rights and authority of the Developer to construct the Said Group Housing and allot / sell / lease or transfer the ownership rights thereof in full or in parts to third parties on such terms as they may deem fit and receive the consideration for the same.
- H. The Allottee is aware of that the building plans of the Said Group Housing are subject to changes and modifications as may be carried out as per requirement of the Competent Authority / Developer from time to time and acknowledges that in such an eventuality the dimension of the Said Unit can change and / or the Developer in his discretion can even allot to him a different unit and /or cancel this allotment altogether, after giving a written notice in that behalf.
- I. It is an agreed position between the parties that any changes / directions / conditions that, may be further imposed by Zila Panchayat / NOIDA or any other Competent Authority shall be binding on both parties and the Developer hereby agrees to intimate the same to the Allottee and in which case the drawing / layout plan as displayed in the office of the Developer shall stand amended / changed to that extent.
- J. the Developer has explained to the Intending Allottee(s) that the purpose of description of entire Said Project given in Annexure-A is merely to acquaint the Intending Allottee(s) with the overall picture of the development that may take place in Said complex/Project, and that such tentative description of the overall development plan of Said complex is not intended to convey to the Intending Allottee(s) any impression of any right, title or interest in any of the zones/phases to be developed in or in any land(s) falling outside the Said Portion of land specifically earmarked for the construction of the Said Complex which is the subject matter of this Agreement.
- K. It is an understanding between the parties that this Agreement is confined and limited in its scope only to the sale of the Said Unit in the Said Group Housing the terms of which are more particularly described hereinafter.

NOW THEREFORE, IT IS AGREED AND DECLARED AS FOLLOWS:

1. Price payable for the Said Apartment and details of items included in the price and items not included in the price.

- 1.1. In accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, the Developer/Company hereby agrees to sell and the Intending Allottee(s) hereby agrees to purchase the Apartment detailed below having a Super Area of approximately _____ **Sq. Ft.** (_____ **Sq. Meters**) along with undivided proportionate share in the land though not included in the computation of Super Area only underneath the Said Building in which the Said Apartment is located, calculated in the ratio which the Super Area of the Said Apartment bears to the total Super Area of all the Apartments in the Said Building; and exclusive use of the reserved covered parking space.
- Tower _____ Apartment No. _____ Floor No. _____ **FLOOR** Super Area _____ **Sq. Ft.** (_____ Sq. Meters approx.) @ BSP Rate Rs. _____/- per Sq. Ft. (_____/- per Sq Meters) amounting to Total Basic Sale Price (Rs. _____/-) (Payment Details as per Annexure E). **PARKING:** Nos. _____ for Price Rs.

_____-/-.

- 1.2. The Basic Sale Price is escalation-free, save and except increases which the Intending Allottee(s) hereby agrees to pay, due to increase in Super Area, external development charges increases on account of additional fire safety measures undertaken increases in all types of securities to be paid by the Intending Allottee(s), deposits and charges and increase thereof for bulk supply of electrical energy and all other increases in cost / charges specifically provided for in this Agreement and / or any other charges which may be levied or imposed by the Government / statutory authorities from time to time.
- 1.3. The Developer/Company may allow, at its sole discretion, a rebate for early payments of installments payable by the Intending Allottee(s) by discounting such early payments. The provision for rebate and the rate of rebate shall be subject to revision / withdrawal, without any notice, at the sole discretion of the company.
- 1.4. The Intending Allottee (s) hereby agrees to pay below mentioned additional and other charges to be paid in manner and within the time as stated in the schedule of payments Reproduced In Annexure C.

Additional Charges

S.No.	PLC (Preferential location charges)	Rate	Amount
1	CORNER	-	-
2	PARK FACING	-	-
	Total	-	-

Other Charges

S.No.	PARTICULARS	Amount
1	COVERED CAR PARKING	-
2	EEC/FFC/PBIC	-
3	Club Membership	-
4	IFMS	-
5	If Any	-
	Total	-

Total Price : _____

Service Tax As applicable will be charged extra.

However, the Intending Allottee(s) has specifically agreed that if due to a change in the lay out / building plan, the Said Apartment ceases to be in a preferential location, the Developer / Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee(s) and such refund shall be made / adjusted in

the last installment as stated in the schedule of payments given above. If due to any change in the layout building plan (s), the Said Apartment becomes preferentially located, then the Intending Allottee(s) agrees to pay additional preferential charges to the Company calculated @ as mentioned above of the Super Area of the Said Apartment to be paid in the manner as demanded by the Developer / Company.

- 1.5. It is made clear by the Developer / Company and the Intending Allottee(s) agrees that the sale price of the Said Apartment shall be calculated on the basis of its Super Area and that the Super Area stated in this Agreement is tentative and is subject to change till the construction of the Said Building is complete. The final Super Area of the Said Apartment shall be confirmed by the Developer / Company only after the construction of the Said Building is complete and occupation certificate is granted by the competent authority(ies). If there shall be increase in Super Area, the Intending Allottee(s) agrees and undertakes to pay for the increase in Super Area immediately on demand by the Developer/Company as and when such demand is intimated to the Intending Allottee(s) by the Developer / Company irrespective of receipt of the Occupation Certificate and if there shall be a reduction in the Super Area, then the refundable amount due to the Intending Allottee(s) shall be adjusted by the Developer / Company from the final installment as set forth in the Schedule of Payments in Annexure C.

The Intending Allottee(s) confirms that he / she has read, understood and agrees to the definition of 'Super Area' and that he / she has no objection to the same and the Intending Allottee(s) has assured the Developer / Company that after having agreed to the definition of Super Area as the basis for the purchase and payment of price of the Said Apartment, he / she shall not raise any dispute or make any claims etc. at a later date in this regard.

- 1.6. It is further clarified to the Intending Allottee(s) that the Developer / Company has calculated the total price payable for, the Said Apartment on the basis of its Super Area. The Developer / Company makes it abundantly clear to the Intending Allottee(s) that he / she shall be entitled to the ownership rights and rights of usage only as per details given below:
 - i. The Intending Allottee(s) shall have ownership of the Said Apartment consisting of the apartment area only. The apartment area is included in the computation of Super Area.
 - ii. The Intending Allottee(s) shall also have undivided proportionate share in the common areas and facilities within the Said Building if any, which may be located within or outside the Apartment Buildings. As the share of Intending Allottee(s) in the common areas and facilities is undivided and cannot be separated, this would require him/her to use the common areas and facilities within the Said Building harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed by the Intending Allottee(s) that even if the common areas and facilities within the Said Building is included in computation of Super Area, the right of the Intending Allottee(s) to use the common areas and facilities shall be within the Said building and shall always be subject to timely payment of maintenance charges. It is further made abundantly clear and the Intending Allottee(s) has understood that he / she shall be entitled to

- undivided proportionate share in no other common areas and facilities except the common areas and facilities within the Said building only.
- iii. In addition to above, though not forming a part of computation of Super Area for which price is charged, the Intending Allottee(s) shall have the ownership of undivided proportionate share in the land underneath the Said Building only (i.e. the land which is the foot print of the Building in which the Said Apartment is situated). The undivided proportionate share of land underneath the Said Building shall be calculated in the ratio of Super Area of the Said Apartment to the total Super Area of all the apartments within the Said Building only. It is made abundantly clear and agreed by the Intending Allottee(s) that no other land(s) is / are forming part of this Agreement, and the Intending Allottee(s) shall have no right, no title, no interest of any kind whatsoever on any other land(s) however, to the timely payment of maintenance charges by the Intending Allottee(s).

It is made clear by the Developer / Company and specifically understood by the Intending Allottee(s) that the Developer / Company may at its sole discretion and for the purpose of complying with the provisions of UP Apartment Ownership Act or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the building and / or common areas and facilities as may be described by the developer/Company in its sole discretion in any declaration by calculating the same in the ratio of his / her apartment's value to the total value of the Said building (s) / project / scheme, as the case may be, and that the Intending Allottee(s) agrees not to raise any objections in this regard.

- iv. In addition to the above, though not forming a part of the computation of Super Area, the Intending Allottee(s) shall be entitled, without any ownership rights, to exclusively use the reserved covered parking space specifically allotted to him for parking his / her vehicle.
- v. In addition to above though not forming a part of the computation of Super Area for which price is charged, the Intending Allottee(s) shall also be entitled for use only, the general common areas and facilities within the Said Complex, which may be within or outside the land underneath the Said Building earmarked as common areas by all the occupants of all the buildings to be constructed on the Said Portion of Land. However, such general common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective occupants for their use.
- 1.7. i. It is made clear by the developer/Company and the Intending Allottee(s) agrees that the Said Apartment along with car parking spaces will be treated as a single indivisible unit for all purposes including under but not limited to UP Apartment Ownership Act. The Intending Allottee(s) further agrees that the Common areas and facilities within / outside apartment buildings are for common use of all the occupants of the Said Building and that the general common areas and facilities within the Said Complex which are outside the land underneath the Said Building (excluding

reserved parking areas) are for common use of occupants of all the buildings to be constructed on the Said Portion of Land. However, it is specifically made clear to the Intending Allottee(s) that his/her right to use such common areas and facilities within the Said Building and general common areas and facilities falling outside the land underneath the Said Building (excluding reserved parking areas for exclusive use) but within the Said Complex shall be limited to the areas within the Said Complex as may be included in the declaration which may be filed by the Developer/Company at its sole discretion in terms of the UP Apartment Ownership Act or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s) and the Intending Allottee(s) hereby agrees that such Declaration shall be binding upon the Intending Allottee(s).

- ii. The Intending Allottee(s) has assured the Developer / Company to faithfully abide by such declaration. The common areas and facilities within the Said Building and the general common areas and facilities within the Said Complex shall be available for use by the Intending Allottee(s) subject to the timely payment of maintenance charges and the Intending Allottee(s) agrees that in the event of failure to pay maintenance charges on or before due date, he / she shall not have the right to use such common areas and facilities and such general common areas and facilities. It is further clarified by the Developer / Company and agreed to by the Intending Allottee(s) that the Developer / Company may at its sole discretion make IRIDIA or any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the Intending Allottee(s) shall not raise any objection for such formation. In the event of any such formation, the common areas and facilities and the undivided interest of each apartment owner shall be specified by the Developer / Company in the declaration which may be filed by the Developer / Company in compliance of the UP Apartment Ownership Act which shall be conclusive and binding upon the apartment owners and the Intending Allottee(s) agrees and confirms that his / her right, title and interest in the Said Apartment / Said Building / Said Complex as specified in the Said declaration shall be acceptable to him / her without any objection / dispute against the Company / Association of Apartment Owners or Association of Condominium, as the case may be.
- iii. The Intending Allottee(s) shall have no right, title or interest in the ownership of the Club and its ancillary facilities, operation and running of the Club and the Intending Allottee(s) shall not raise any dispute/ objection to any activity(ies) of the Club including but not limited to lighting arrangements, parties, get together, tournaments and other activities of the Club which may be carried out at the sole discretion of the management of Club. It is further made clear that the area earmarked various community facilities, like recreational facilities, other clubs and the like shall not be part of the complex where the Said apartment / Said building is proposed to be located and the Intending Allottee(s) will be required to pay separate deposits / charges for securing admission to the Club and other community facilities, and the Intending Allottee(s) shall not

raise any dispute / rejection in this regard at any time during the occupancy of the Said apartment. Club membership fee of Rs.50000/- hereby agreed to be paid by Intending Allottee covers Husband, Wife and two minor children. For other members additional fee shall be paid as fixed by the Developer / Company / Management of the club as the case may be.

- 1.8. It is specifically made clear by the Developer / Company and understood by the Intending Allottee(s) that all other areas and facilities or amenity as may be provided by the Developer / Company at its sole option and discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to shops, facilities, amenities if provided at the Developer/Company's sole option and discretion in the stilts of the Said Building, are specifically excluded from the scope of this Agreement and, therefore, shall not form a part of the declaration to be filed in terms of UP Apartment Ownership Act or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s).
- 1.9. The Intending Allottee(s) agrees that reserved covered parking space allotted to him / her for exclusive use shall be understood to be together with the Apartment and the same shall not have independent legal entity detached from the Said Apartment. The Intending Allottee(s) undertakes not to sell / transfer / deal with the reserved covered parking space independent of the Said Apartment. The Intending Allottee(s) undertakes to park his / her vehicle in the parking space allotted to him / her and not anywhere else in the Said Complex. It is specifically made clear and the Intending Allottee(s) agrees that the service areas in the basement provided anywhere in the Said Complex shall be kept reserved for services, use by maintenance staff etc. and shall not be used by the Intending Allottee(s) for parking his / her vehicles. The Intending Allottee(s) agrees that all such reserved car parking spaces allotted to the occupants of the Building(s) / Said Complex shall not form part of common areas and facilities of the Said Apartment / Any Building constructed on the Said Site for the purpose of the declaration to be filed by the Developer / Company under UP Apartment Ownership Act. The Intending Allottee(s) agrees and confirms that the reserved parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Said Apartment under any of the provisions of this Agreement. All clauses of this Agreement pertaining to use, possession, cancellation etc. shall apply mutatis mutandis to the Said parking spaces wherever applicable.
- 1.10. The total price of the Said Apartment mentioned is inclusive of the cost of providing electric wiring and switches in each Apartment. Fire fighting equipment in the common areas within the Said Building / Said Complex will be installed as prescribed in the fire fighting code / regulations under National Building Code. Power back-up will be provided from standby generators not exceeding 5 KVA load per Apartment (3 KVA for 2 BR Apartment and 5 KVA for 3 BR Apartment as the case may be, shall be mandatory) and shall be in addition to normal power back up for the common areas and common services

within the Said Building. Availment of power back-up facility shall be mandatory for all Apartment Allotees and shall be subject to timely payment of maintenance charges. The total price of the Said Apartment does not include the cost of electric fittings, fixtures, geysers, electric and water Metre etc. which shall be got installed by the Intending Allottee(s) at his/her own cost. If due to any subsequent legislation / Govt. order, directives, guidelines or change / amendments in Fire Code including the National Building Code or if deemed necessary by the Company or any of its nominees at its sole discretion, additional fire safety measures are undertaken, then the Intending Allottee(s) undertakes to pay within thirty (30) days from the date of written demand by the Developer/Company, the additional expenditure incurred thereon along with other Intending Allottee(s) in proportion to the Super Area of his/her Apartment to the total Super Area of all the Apartments in the Said Building / Said Complex as determined by the Developer/Company. The Apartment Allottee is required to become the member of the club located in IRIDIA Complex and shall pay the membership fees as provided as per the schedule of payment.

- 1.11. The Intending Allottee(s) has agreed and understood that the Developer/Company or its agents may at their sole discretion and subject to such Government approvals as may be necessary, enter into the arrangement of generating and / or supplying power to the various complexes within or outside the IRIDIA including the Tower in which the Intending Allottee(s) may be owning the Said Apartment. In such an eventuality the Intending Allottee(s) fully concurs and confirms that he / she shall have no objection to such arrangement for generating and / or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said complexes or to the Intending Allottee(s) directly and has noted the possibility of its being to the exclusion of power supply from State Electricity Boards (SEBs) / any other source. The Intending Allottee(s) further agrees that this arrangement could be provided within the various complexes of IRIDIA by the Developer / Company or its agents directly or through the respective Association of Apartment Owners. It is further agreed by the Intending Allottee(s) that the Developer / Company or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Developer/Company or its agents in their sole discretion from time to time. It is also understood that the Said equipment / plant may be located anywhere in or around IRIDIA including within or nearby the Said Complex within which the Intending Allottee(s) may be owning the Apartment. It is further agreed and confirmed by the Intending Allottee(s) that the Developer / Company or its agents shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Developer / Company which may or may not be limited to the rate then charged by the State Electricity Boards. The Intending Allottee(s) agrees and confirms that he / she shall pay the tariff to the Developer / Company or its agents directly or through the Association of Intending Allottee(s) respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Developer / Company or its agents. The Intending Allottee(s) also confirms that he / she had understood that such power generating and /

or supplying equipment may during its operation cause inconvenience to the Intending Allottee(s) and the Intending Allottee(s) has no objection to the same. The obligation to pay the tariff shall remain with the Intending Allottee(s) to be paid forthwith as per demand. The Intending Allottee(s) further specifically agrees not to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Intending Allottee(s)' ownership of the Said Apartment. This clause shall survive the Conveyance of the Said Apartment or any subsequent sale / resale or conveyancing thereof.

2. AMOUNT PAID BY INTENDING ALLOTTEE(S) WITH APPLICATION

That the Intending Allottee(s) has already paid a Sum of Rs. _____/-(**Rupees** _____ **Only**)(Payment Details as per Annexure E) being part payment towards the cost of the Said Apartment at the time of application and thereafter the receipt of which the Developer/Company doth hereby acknowledge and the Intending Allottee(s) shall and doth hereby agree to pay the remaining price of the Apartment as prescribed in Schedule of Payments provided in Annexure C of this Agreement along with all other charges, securities etc. as may be demanded by the Developer/Company within the time and in the manner specified therein.

3. CONDITIONS OF ALLOTMENT

- 3.1. The aforementioned allotment of the Said unit is purely provisional in nature and is subject to change in Unit size due to changes in the architectural plan, the building stipulation, architectural control plans and any change necessitated in the Group Housing due to logistics operating at that particular point of time or for any other reason and the Allottee here by agrees and accepts the right of the Developer to effect any such variations /changes.
- 3.2. In case of variation in Super Area up to the extent of 5% either in excess or in deficiency, the rates as agreed herein above shall operate. However, in case variation in the Super Area is more than 5%, the cost adjustment for the variation in excess of 5% would be done at the then prevailing market rate subject to the right of the Allottee to withdraw from this booking and upon exercise of which the Allottee shall be entitled to receive from the Developer refund of the monies paid by it to the Developer in terms of this agreement without any interest thereon which shall be towards full and final settlement of all its claims with regard to the booking and further (in such an eventuality) the Allottee shall not be entitled to claim any damages / charges from the Developer for such withdrawal.
- 3.3. The rates charged are on the basis of Super Area. The Allottee is aware that the Carpet area would be less than Super Area. The decision of the Developer in respect of Super Area will be final and will be accepted by the Allottee.

4. EARNEST MONEY

The Intending Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid / payable by him / her for the Said Apartment and the

reserved parking space allotted to him / her, the Developer / Company shall treat 15% (Fifteen Percent) of the Basic Sale Price as earnest money to ensure fulfillment, by the Intending Allottee(s), of the terms and conditions as contained in the application and this Agreement.

The Intending Allottee(s) hereby authorizes the Developer/Company to forfeit out of the amounts paid / payable by him / her, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Developer / Company to the brokers in case of booking is done through a broker in the event of the failure of the Intending Allottee(s) to perform his / her obligations or fulfill all the terms and conditions set out in the application and / or this Agreement executed by the Intending Allottee(s) including but not limited to the occurrence of any event of default of this Agreement or in the event of failure of the Intending Allottee(s) to sign and return this Agreement in its original form to the Developer / Company within thirty (30) days from the date of its dispatch by the Developer / Company.

The Intending Allottee(s) agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance deed for the Said Apartment and that the Intending Allottee(s) hereby authorizes the Developer / Company to effect such forfeiture without any notice to the Intending Allottee(s) and the Intending Allottee(s) has agreed to this condition to indicate his / her commitment to faithfully abide by all the terms and conditions contained in his / her application and this Agreement.

5. MODE OF PAYMENT

That the Intending Allottee(s) shall make all payments in time in terms of Schedule of Payments as given in Annexure C of this Agreement and as may be demanded by the Developer / Company from time to time and without any reminders from the Developer / Company through A/c Payee Cheque(s) / Demand Draft(s) in favour of M/s **Horizon Concept Pvt. Ltd.** payable at New Delhi / Delhi

6. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Intending Allottee(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Developer / Company with such permissions, approvals which would enable the Developer / Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange

Management Act, 1999 as amended from time to time. The company accepts no responsibility in this regard. The Intending Allottee(s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Intending Allottee(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Intending Allottee(s) to intimate the same in writing to the Developer / Company immediately and comply with necessary formalities, if any, under the applicable laws. The Developer / Company shall not be responsible towards any third party making payment / remittances on behalf of any Intending Allottee(s) and such third party shall not have any right in the application / allotment of the Said Apartment applied for herein in any way and the Developer/Company shall be issuing the payment receipts in favour of the Intending Allottee(s) only.

7. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Intending Allottee(s) authorizes the Developer/Company to adjust / appropriate all payments made by him/ her under any head(s) of dues against outstanding, if any, in his/her name as the Developer / Company may in its sole discretion deem fit and the Intending Allottee(s) undertakes not to object / demand / direct the Developer / Company to adjust his payments in any manner otherwise than as decided by the Developer / Company in its sole discretion.

8. TIME IS THE ESSENCE

Time is the essence with respect to the Intending Allottee(s) obligations to pay the price of the Said Apartment in accordance with the Schedule of Payments as given in Annexure C along with other payments such as applicable stamp duty, registration fee, interest free maintenance security and other charges, deposits stipulated under this Agreement to be paid on or before due date or as and when demanded by the Developer / Company as the case may be and also to perform or observe all the other obligations of the Intending Allottee(s) under this Agreement. It is clearly agreed and understood by the Intending Allottee(s) that it shall not be obligatory on the part of the Developer / Company to send demand notices / reminders regarding the payments to be made by the Intending Allottee(s) as per Schedule of Payments (Annexure C) or obligations to be performed by Intending Allottee(s). However in case of any default / delay in the payments by the Intending Allottee(s), the Company may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Intending Allottee(s) in not making payments as per the Schedule of Payments given in Annexure C but on the condition that the Intending Allottee(s) shall pay to the Developer / Company interest which shall be charged @ 18% per annum on the delayed payment for the period of delay. It is made clear and so agreed by the Intending Allottee(s) that exercise of discretion by the Developer / Company in the case of one Intending Allottee(s) shall not be construed to be a precedent and/or binding on the Developer / Company to exercise such discretion in the case of other Intending Allottee(s).

9. DEFINITION OF SUPER AREA, BUILT-UP AREA & COMMON AREA

9.1. Super Area

The Super Area shall be sum of Built-up area of the Said premises and it's pro

rata share of common areas in the entire Said Group Housing.

9.2. Built-up Area

The Built-up area of the Said premises shall mean the entire area enclosed by its periphery walls including the area under walls, columns, half area of walls common with other premises, cupboards, lifts, balconies, galleries, sunshades, side partition wall, window grills, etc which form integral part of the Said premises. It is clarified that area under open terrace, lift and other units which are meant for exclusive use by the Unit shall be treated as part of Built-up area.

9.3. Common Area

Common area shall mean all such areas of the Said Group Housing the Allottee shall use by sharing with other occupants of the Said Group Housing including entrance canopy and lobby, atrium, corridors, circulation areas and passages, security, fire control room(s), if provided, lift shafts, all electrical, plumbing and fire shafts on all Floor and rooms, if any, staircases, munties, lift machine rooms, AC Chiller rooms, water tanks, gate posts, the entire services areas in the Podium including but not limited to electric substation, transformers, DG Set rooms, underground water and other storage tank, pump rooms, maintenance rooms, fan rooms and other service rooms etc.

9.4. To calculate the Super Area of each unit / premises we calculate the Built-up area of the same first and then add the proportionate share of common areas, as defined above as the super built-up area.

9.5. Except for the floor area allotted, all the residuary rights in the Said plot of land and the Said Group Housing shall vest with the Developer. Further the Developer or its nominated agency will maintain common areas and facilities and will be entitled to charge the maintenance and upkeep charges.

9.6. Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the area of the Said unit, it is repeatedly and specifically made clear that it is only the inside unit in the Said unit that has been agreed to be sold and the inclusion of the common areas in the computation does not give any interest or right therein as such to the Allottee, except as provided here under. It is however, agreed that if the maintenance and replacement charges are paid regularly, as provided under this agreement, Allottee will have a right of use of common facilities, in default of such payment, it shall not be open to the Allottee to claim any right of use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Allottee commits breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified and the Developer or any other body or association as hereinafter mentioned are assured that there will be no future repetition of such a breach.

9.7. The Allottee hereby agrees that in case after the completion of the Building, if any further construction on the Said land or the Group Housing becomes permissible (extended FAR), the Developer alone shall have the right to avail such FAR and

make additional constructions and the Allottee shall not have any right / claim therein, whatsoever.

- 10.** The drawings of the Said Group Housing / floor / unit displayed in the office of the Developer are 'provisional' and subject to change either by the Sanctioning authority / Architects or Developer during the course of construction without any objection(s) or claim(s) from the Allottee. The Building will be of good specifications.

11. PAYMENT OF TAXES

The Allottee agrees to pay House / Property Tax / Service Tax / other taxes as may be levied by the Government Authorities / Bodies from time to time. In case any such Tax is imposed on the Group Housing as a whole, the Allottee agrees to pay without demur his pro-rata share thereof in proportion to the size of the unit booked by him herein.

12. EVENTS OF DEFAULTS AND CONSEQUENCES

It is specifically made clear to the Intending Allottee(s) that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Intending Allottee(s), some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i. Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure C and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the Developer/Company or other agency appointed by the Developer/Company, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer/Company to the Intending Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- ii. Failure to perform and observe any or all of the Intending Allottee(s)' obligations as set forth in this Agreement or if the Intending Allottee(s) fails to execute any other Deed / Document / Undertakings / indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Developer / Company in relation to the Said Apartment.
- iii. Failure to take over the Said Apartment by the Intending Allottee(s) for occupation and use within the time stipulated by the Developer / Company in its notice.
- iv. Failure to execute the conveyance deed within the time stipulated by the Developer / Company in its notice.
- v. Failure to execute Tripartite Maintenance Agreement and / or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits / charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Developer / Company, its nominee, other Body or Association of Apartment Owners / Association of Condominium, as the case may be.

- vi. Failure, pursuant to a request by the Developer / Company, to become a member of the Association of Apartment Owners of the Said Building / Said Complex or to pay subscription charges etc. as may be required by the Developer / Company or Association of Apartment Owners, as the case may be.
- vii. Assignment of this Agreement or any interest of the Intending Allottee(s) in this Agreement without prior written consent of the Developer / Company.
- viii. Dishonor of any Cheque(s) given by Intending Allottee(s) for any reason whatsoever.
- ix. Sale / Transfer / Disposal of / Dealing with, in any manner, the reserved parking space independent of the Said Apartment.
- x. Any other acts, deeds or things which the Intending Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit / agreement / indemnity etc. or as demanded by the Developer / Company which in the opinion of the Developer / Company amounts to an event of default and the Intending Allottee(s) agrees and confirms that the decision of the Developer/Company in this regard shall be final and binding on the Intending Allottee(s).

Upon the occurrence of anyone or more of event(s) of default under this Agreement including but not limited to those specified above, the Developer / Company may, at its sole discretion decide, by notice to the Intending Allottee(s), to cancel this Agreement. If the Developer / Company elects to cancel this Agreement, the Intending Allottee(s) shall have thirty (30) days from the date of issue of notice of cancellation by the Developer / Company to rectify the default as specified in that notice. The Intending Allottee(s) agrees that if the default is not rectified within such thirty (30) days, this Agreement shall be liable to be cancelled without any further notice and the Developer / Company shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature e.g. brokerage paid to the broker, if applicable, etc. The Intending Allottee(s) agrees that upon such cancellation of this Agreement, the Developer / Company will be released and discharged of all liabilities and obligations under this Agreement and the Intending Allottee(s) hereby authorizes the Developer / Company that the Said Apartment and the car parking space may be sold to any other party by the Developer / Company or dealt in any other manner as the Developer / Company may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Intending Allottee(s) for any of the proceeds of such sale. In the event of the Developer / Company electing to cancel this Agreement, any amount which is found to be refundable to the Intending Allottee(s) over and above the amounts retained as and for liquidated damages such as the earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, brokerage, if any, paid, etc. shall be refunded by the Developer / Company only after realizing such refundable amount on further sale / resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and

upon such cancellation and refund by the Developer / Company by registered post, the Intending Allottee(s) shall be left with no right, title, interest, claim or lien over the Said Apartment and the car parking space in any manner whatsoever.

13. MAINTENANCE OF THE BUILDING

- 13.1. The upkeep, maintenance and management of common areas / residual areas in the Said Group Housing including operation and up keep of plant and machinery shall be organized by the Developer or its nominated Maintenance Agency. All such costs, expenses shall be borne and paid by the Allottee to the extent of its share in the Said building. The maintenance charges so fixed and payable every month shall be apportioned by the Developer or maintenance agency, which the Allottee hereby agrees to accept as final and binding. Such charges would be billed to the Allottee by the Developer / Maintenance Agency every month. The charges so fixed shall be increased at least by 15% after every 3 years. It is clarified that, Maintenance Charges will be exclusive of water, electricity and other consumables for which separate bills will be raised by the Developer / Concerned Agency / Dept. / Maintenance company and shall be paid by the Allottee as stipulated herein.
- 13.2. The Allottee shall give an Interest Free Maintenance Security Deposit (IFMSD) of Rs. 50 per sq. ft. equal Super Area to the Developer before taking over possession of the Unit.
- 13.3. All expenses of consumable nature shall be billed every month by the Developer / Maintenance Agency as per consumption to each Allottee and the same shall become payable within 7 days of its intimation.
- 13.4. For all the subsequent transfer / sale, except the original allotment, the Allottee and the subsequent Allottee(s) shall obtain the written permission of the Developer before executing transfer documents. The Developer shall not refuse this permission for any unreasonable cause. However the Allottee will need to obtain no dues certificate from the Developer before applying for such permission. All such transfers shall be endorsed in this agreement under the Developer Company's seal. The Allottee shall pay administrative and transfer charges to the Developer at the rate of Rs. 100/-per sq. ft. equal to Rs. 1076 Per Sq. Meter of Super Area for the second and subsequent transfers till the further upward revision of the prices by the developer, However the First Transfer is Free. Any change in the name (including addition/ deletion) of the recorded Allottee will be deemed as transfer for this purpose. All agreements, deeds and assignments or documents of any nature, executed by the Allottee, which intend to transfer the Said unit, shall be void unless approved by the Developer. The Developer shall also disallow the entry of such unapproved transferees in the Said unit.
- 13.5. If upon such subsequent transfers, any charges, levies or duties are required to be paid to any authority or authorities the same shall be paid by the Transferor

(Allottee).

- 13.6. That the Building structure including all plant, machinery and equipment may be insured against fire and earthquake and civil commotion by the Developer and upon such an insurance being taken the Allottee agrees to pay to the Developer / Maintenance agency his pro rata share thereof in proportion to his share in the Group Housing.

14 CONVEYANCE

Subject to the approval / no objection of the appropriate authority the Developer shall sell the Said Unit to the Allottee by executing and registering the Conveyance Deed and also do such other acts / deeds as may be necessary for confirming upon the Allottee a marketable title to the Said Unit free from all encumbrances. The Conveyance Deed shall be in the form and content as approved by the Developer's legal advisor and shall be in favour of the Allottee. Provided that the Conveyance Deed shall be executed only upon receipt of full consideration amount of the Said Unit, Stamp Duty and Registration Charges and receipt of other dues as per these presents.

15. NOMINEE CLAUSE

The Allottee, subject to the income tax and other clearances as stipulated by any law, notification rule etc. or as provided in this agreement, shall be entitled to get the first sale / conveyance deed executed and registered in its own name or in the name of its nominees subject to the payment of transfer charges.

16. EXPENSES

That it has been agreed that all the expenses relating to the execution, registration of the sale deeds, including the expenses on stamps, registration fee etc, shall be borne by the Allottee exclusively. It has been represented by Developer that, all the expenses towards EDC (External Development Charges), IDC (Infrastructure Development Charges) and other such similar charges, levies and taxes relating to the Said Group Housing till the date of execution of this agreement have been included in the consideration amount mentioned herein. However, arrears, if any, on such account noticed in future or any additional amount levied on this account in future with retrospective effect shall be solely borne by the Allottee even after the Conveyance Deed has been executed.

17. USE OF PODIUM AND SERVICE AREAS

The Below Podium area(s) and service areas, if any, as may be located within the Said Group Housing, as the case may be shall be earmarked by the Developer to house services including but not limited to Electric Sub-Stations, Transformers, DG Sets, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and other equipments etc., exclusive/reserved car-parking and other permitted uses as per Zoning/ Building Plans. The Allottee shall not be permitted to use the Below Podium area and service areas in any manner whatsoever and the same shall be reserved for use by the Developer or the Maintenance Agency and its employees for rendering maintenance / ancillary / support services. Likewise, the staircases are meant for ingress/ egress from/

to the Said Building. The Allottee(s) shall not object to any movement of goods etc. by the Developer/ Maintenance Agency through the staircases. It is made abundantly clear that, Allottee(s) shall have no claim, right, title or interest of any nature whatsoever, except for the right to use along with other occupants / users of the Said Building in terms of this Agreement and the Maintenance Agreement, over or in respect of all or any open unit, lobbies, atrium, stair-cases, lifts, parapets, external facia / facade, other common and / or commonly usable areas etc. which shall always remain the property of the Developer. The Developer in its sole discretion shall be entitled to lease / sell or allow exclusive use / possession of any such area/ portion to any person or entity, without causing any dilution / hindrance in the intended use of these areas and facilities by the occupants of the Said Group Housing. The Allottee shall keep the Developer indemnified and harmless against any breach / violation of these covenants.

18. USE OF THE SAID APARTMENT

The Intending Allottee(s) shall not use the Said Apartment for any purpose other than for residential use or use in a manner that may cause nuisance or annoyance to occupants of other Apartments in the Said Building / Said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over, below, adjacent to the Said Apartment or anywhere in the Said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Intending Allottee(s) hereby agrees / indemnifies the Developer / Company against any penal action, damages or loss due to misuse for which the Intending Allottee(s) / occupant shall be solely responsible. If the Intending Allottee(s) uses or permits the use of the Said Apartment for any purpose other than residential, then the Developer / Company shall be entitled to treat this Agreement as cancelled and to resume the possession of the Said Apartment and the Intending Allottee(s) has agreed to this condition.

19. USE OF TERRACES

The Developer reserves the right to give on lease or license any part of the top roof / terraces above the top floor of any of the buildings in the Said Group Housing for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use / hire / lease / license the same for signage purposes or to make any further construction(s) there upon for its own use or sale and the Allottee agrees that he / she shall not object to the same and make any claims on this account. It is made abundantly clear that roof / terrace of the Said Building / Group Housing is not considered a common area and the Allottee shall have no right over the same which shall be utilized by the Developer as best considered by it. However, any surplus unit available on the top terrace, after providing for services and circulation shall be made available to the Allottee on an exclusive use basis for corporate parties / functions and any such activity which does not involve construction of pucca or temporary structures. However, this right shall be available only to Allottee and its group companies, if Allottee is a company, and not to any subsequent Allottee or any other occupier / lessee licensee of the Allottee.

20. GENERAL COMPLIANCES

That the Allottee shall, if so called upon by the Developer, at any stage, through a notice in writing to that effect, be solely responsible to maintain the Said Unit at its own cost, in a good repair and condition and shall not do or suffer to be done anything in it or to the Said Group Housing, or the Said Unit or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Authority or change or alter or make additions to the Said unit and keep the Said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc of the Said Group Housing is located is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that it would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Group Housing or anywhere on its exterior or common areas. Air conditioners / coolers etc. if at all permitted by the Developer / Maintenance Agency shall be installed by the Allottee at places earmarked or approved by the Developer and nowhere else. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of doors and windows etc. or carry out any change in the exterior elevation or design. The Non-observance of the provisions of this clause shall entitle the Developer or the Maintenance Agency to enter the Said Unit if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

21. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE

The Allottee is entering into this Agreement for purchase of the Said Unit with the full knowledge of all laws, rules, regulations, and notifications, applicable to Zila Panchayat / NOIDA any other Competent Authority in general and this project in particular. The Allottee hereby undertakes that it shall comply with and carry out, from time to time after it has taken over for occupation and use the Said Unit the requirements, requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority in respect of the Said Unit / Group Housing at its own cost and keep the Developer indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the Said requirements, requisitions, demands and repairs.

22. ALTERATIONS OF UNSOLD UNITS

The Developer shall have right, without any approval from any Allottee/ occupant in the Said Group Housing to make any alternations, additions, improvements or repairs whether structural or nonstructural, interior or exterior, ordinary or extra-ordinary in relation to any unsold unit(s) within the Said Group Housing and the Allottee agrees not to raise any objection or make any claim on this account.

23. EARMARKING A PORTION OF THE SAID LAND FOR ANY OTHER PURPOSE

If as per the terms of the Deed of License and or the bilateral agreement executed between the Developer and the Government of UP, it is required to earmark a portion of Said Land for any general or specific purposes, as the case may be. It is a condition of this Agreement and which is agreed to by the Allottee that it shall have no right, no title or no interest in any form or manner in the same and/ or in the facilities provided thereon.

24. RIGHT OF THE DEVELOPER TO MAKE ADDITIONAL CONSTRUCTIONS

The Allottee agrees and authorizes the Developer to make additions to or put up additional structures in / upon the Said Group Housing or Additional structures anywhere in the Said Group Housing / Said Land as may be permitted by the competent authority and such additional Building(s) / structures shall be the sole property of the Developer which the Developer shall be liable to be disposed off in any way it chooses without any interference on the part of the Allottee(s). The Allottee further agrees and undertakes that it shall not after taking possession of the Said Unit or at any time thereafter claim any compensation or withhold the payment of maintenance and other charges, on the ground that the infrastructure required for the Said Group Housing is not yet complete. Any violation of this condition shall entitle the Developer to seek remedies provided under this Agreement apart from the maintenance agreement, in cases of breach, non-payment, defaults etc.

25. DEVELOPER'S RIGHT TO RAISE FINANCE

The Allottee hereby authorizes and permits the Developer to raise finance / loan from any Financial Institution/ Bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge / mortgage of the Said Unit / Said Group Housing/ Said Land subject to the condition that the Said Unit shall be free from all encumbrances at the time of execution of conveyance deed in respect thereof. The Developer / Financial Institution/ Bank shall always have the first charge on the Said Unit for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Developer for the purpose of the construction of the Said Group Housing. The Allottee agrees that no lien or encumbrance shall arise against the Said Unit as a result of this Agreement or any money deposited hereunder by the Allottee. In furtherance and not in limitation of the provisions of the preceding sentence the Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made / created by the Developer and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof to the fullest extent and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Unit or excuse the Allottee from completing the payment of the price of the Said Unit or performing all other obligations hereunder or be the basis of any claim against or liability of the Developer provided that at the time of the execution of the conveyance deed the Said Unit shall be free and clear of all encumbrances, lien and charges whatsoever.

26. DEVELOPER'S CHARGE ON THE SAID UNIT

The Allottee agrees that the Developer shall have the first charge / lien on the Said Unit for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be demanded by the Developer from time to time. Further the Allottee agrees that in the event of its failure to pay such dues as afore-stated, the Developer will be entitled to enforce the charge / lien by selling the Said Unit to recover and receive the outstanding dues out of the sole proceeds thereof.

27. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Allottee may obtain finance from any financial institution / bank or any other source but the Allottee's obligation to purchase the Said Unit pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee will remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the Said Unit. In this regard it is clarified that in case the Developer avails a project loan at the corporate level, any NOC required for enabling the Allottee to secure finance for the purchase of the Said Unit shall be issued by the Developer subject to clearance from the Financial Institution (s) which, have advanced the project loan.

28. UP APARTMENT OWNERSHIP ACT.

The Allottee has confirmed and assured the Developer prior to entering into this Agreement that, it has read and understood the UP APARTMENT OWNERSHIP ACT and its implications thereof. Further it is an understanding between the parties that the common areas and facilities and the undivided interest of each Unit owner therein as specified by the Developer in the declaration which may be filed in compliance of UP Apartment Ownership Act shall be conclusive and binding upon the unit owners and the Allottee agrees and confirms that its right, title and interest in the Said Residential Unit / Said Building / Said Group Housing shall be limited to and governed by what is specified by the Developer in the Said declaration.

29. ASSOCIATION OF UNIT OWNERS

The Allottee agrees and undertakes that, it shall join any Association / Society of Unit / Flat Owners as may be formed by the Developer on behalf of Unit / Flat owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer for this purpose.

30. USE OF GENERAL/ PAID CAR/ SCOOTER PARKING

The Allottee shall use general car / scooter parking at Below Podium / over-ground, as per the space allotted to them on first come first serve basis and at Allottee(s)' vehicle owners' own risk and responsibility and subject to payment of such parking charges as may be fixed by the parking contractor and the Developer shall not be responsible or liable for any theft or loss to any vehicle.

31. BINDING EFFECT

Forwarding this Agreement to the Intending Allottee(s) by the Developer/Company does not create a binding obligation on the part of the Developer/Company or the Intending Allottee(s) until firstly, the Intending Allottee(s) signs and delivers this Agreement with all the Annexures along with the payments due as stipulated in the Schedule of Payments in Annexure C within thirty (30) days from the date of dispatch by the Developer/Company and secondly a copy of this Agreement executed by the Developer/Company through its authorized signatory is delivered to the Intending Allottee(s) within thirty (30) days from the date of receipt of this Agreement by the Developer/Company from the Intending Allottee(s). If the Intending Allottee(s) fails to execute and deliver to the Developer/Company this Agreement within thirty (30) days from the date of its dispatch by the Developer/Company, then the application of the Intending Allottee(s) shall be treated as cancelled and the earnest money paid by the Intending Allottee(s) shall stand forfeited. If the counter part of this Agreement is not executed by the Developer/Company and dispatched to the Intending Allottee(s) within thirty (30) days from the date of its receipt from the Intending Allottee(s), then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Intending Allottee(s) in connection therewith shall be returned to the Intending Allottee(s) without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities against the other.

32. AGREEMENT NOT ASSIGNABLE

This Agreement or any interest of the Allottee in the same shall not be assigned by the Allottee without prior written consent of the Developer which consent may be given by the Developer in its sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force and further subject to the terms, conditions and charges as the Developer may impose. The Allottee shall be solely responsible and liable for all legal, taxation, monetary or any other consequences that may arise from such assignment and the Developer shall have no direct or indirect involvement in any manner whatsoever.

33. FORCE MAJEURE

The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by 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, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. The Allottee shall be informed about such force majeure and also when the period of force majeure gets over. However, in case of abandonment of the project on this count, the Allottee shall have the option to seek refund of consideration plus simple

interest thereon @ 6% per annum from the date of force majeure conditions.

34. ENTIRE AGREEMENT

This Agreement along with its annexure and the terms and conditions contained in the application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, correspondences, arrangements whether written or oral, if any, between the parties. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

35. AGREEMENT SPECIFIC ONLY TO THIS UNIT / PROJECT

It is clearly understood and agreed by the Allottee that, the provisions of this Agreement, and its annexure / appendices are specific and applicable to commercial units / flats / units offered for sale in the Said Building/ Said Group Housing only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Competition Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Unit(s) / Building(s) / Projects(s) of the Developer / its Associates / Collaborators / Subsidiaries, partnership firms in which the Developer is a partner or is interested

36. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the parties hereto that, all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit / Said Group Housing shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and / or subsequent purchasers / assignees of the Said Unit, as the Said obligations go along with the Said Unit for all intents and purposes

37. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT.

Wherever in this Agreement it is stipulated that, the Allottee has to make any payment in common with the other Allottees in the same building block, the same shall be the proportion which the Super Area of the Said Unit (of the Allottee) bears to the total Super Area of all the units in the Said Building, Further wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the Allottees of all the buildings to be constructed on the Said Land the same shall be in proportion of the Super Areas of the Said Unit (of the Allottee) bears to the total Super Area of all the units in all the buildings to be constructed on the Said Land.

38. NOTICES

- 38.1.** All notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified

below:

Developer

Allottee

Horizon Concept Pvt. Ltd.

38.2. It shall be the duty of the Allottee to inform the Developer of any change of address subsequent to the execution of this Agreement failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee. However, in case there are joint Allottee(s), all communications shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by him, which shall for all purposes be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s). Any change of address must be notified to the Developer by Registered Acknowledgment Due Post.

39. FURTHER ASSURANCES

The Allottee and the persons to whom the Said Unit or part thereof is let out, transferred, assigned or given possession shall execute, acknowledge and deliver to the Developer such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Developer may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

40. INDEMNIFICATION

That the Allottee hereby indemnifies and agrees to keep the Developer indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Developer may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by Allottee in respect of the Said Unit in Said Group Housing from the date of the conveyance deed. AND Developer also agrees to keep Allottee indemnified and harmless against any loss, damages, demand or claim of any nature, whatsoever, which Allottee may suffer on account of any default or non-observance of any covenant/ term or on account of the title of the Developer.

41. RIGHT TO JOIN AS AFFECTED PARTY

The Intending Allottee(s) agrees that the Developer / Company shall have right to join as an affected party in any suit / complaint filed before any appropriate court by the Apartment Allottee if the Developer/ Company's rights under this

Agreement are likely to be affected / prejudiced in any manner by the decision of the court on such suit / complaint. The Intending Allottee(s) agrees to keep the Developer / Company fully informed at all times in this regard.

42. BROKERAGE

In case the Intending Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee(s) whether in or outside India for acquiring the Said Apartment for the Intending Allottee(s), the Developer / Company shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer / Company for the Said Apartment. Further the Intending Allottee(s) undertakes to indemnify and hold the Developer / Company free and harmless from and against any or all liabilities and expenses in this connection.

43. FURTHER ASSURANCES

The Intending Allottee(s) and the persons to whom the Said Apartment or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Developer / Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Developer / Company may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

44. JOINT PURCHASES

That in case there are joint Intending Allottee(s) all communication shall be sent by the Intending Allottee(s) whose name appears first and at the address given by him / her which shall for all purposes be considered as served on all the Intending Allottee(s).

45. WAIVER NOT A LIMITATION TO ENFORCE

Failure on the part of the Developer / Maintenance Agency to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

46. SEVERABILITY

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

47. CAPTIONS/ HEADINGS

The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope

of this Agreement or the intent of any provision hereof. The true interpretation of any matter / clauses in this Agreement shall be done by reading its various clauses as a whole and not in isolation or in parts or in terms of captions provided.

48. CERTAIN REFERENCES

Any reference in this Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms hereunder or thereof, or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions and references to clauses, sections or other provisions of this Agreement wherever the words foot print of the Said Building occurs in this Agreement it shall refer and mean “the precise land underneath the Said Building “

49. DISPUTE RESOLUTION

- 49.1.** That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India
- 49.2.** All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which, the same shall be settled through arbitration of a sole arbitrator to be appointed by the Developer under the provisions of Arbitration and Reconciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at the Registered Office of the Developer at New Delhi.
- 49.3.** The courts at New Delhi alone shall have the jurisdiction in all matters arising out of / touching and /or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at New Delhi.

50. GENERAL

- 50.1.** The Allottee(s) hereby agrees that, he shall comply with and carry out from time to time after he has been put in possession or deemed possession of the Said Unit, all the requirements, requisitions, usage, demands and repairs as may be and as are required to be complied with by the Development Authority, Municipal Authority, Government or any other Competent Authority in respect of the Said Unit and the land on which the Said Building is situated at his own cost and keep the Developer indemnified, secured and harmless against all costs, consequences and damages arising on account of non compliance with the Said requirements, requisitions, demands and repairs. Any taxes, levies or charges coming into force or imposed thereafter on the Developer as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee(s) to

the Developer and the same shall be payable on demand.

50.2. This Agreement is the only Agreement touching upon the purchase of the Said Unit by the Allottee(s) and supersedes any other agreement or arrangement whether written or oral, if any, between the parties and variation in any of the terms hereof, except under the signature of the Authorised Signatory of the Developer shall not be binding on the Developer.

50.3. The Allottee hereby covenants with the Developer to pay from time to time and at all time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Developer and its collaborators, associates, agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-payment, nonobservance or no-performance of the covenants and conditions stipulated in this Agreement.

50.4. The Allottee agrees not to subdivide / partition the unit without the written permission of the Developer.

55.5. The Allottee shall be entitled to sell, transfer title in the Said Unit after the full sale consideration has been paid to the Developer provided that, the new buyer / transferee agrees to abide by all the terms of this Agreement and agrees to execute a new agreement with the Developer in this regard.

51. COPIES OF THE AGREEMENT

Two copies of this Agreement shall be executed and the Developer shall retain one copy and the Allottee shall retain the other for its reference and record.

52. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Developer through its Authorized Signatory after the copies duly executed by the Allottee are received by the Developer. Hence, this Agreement shall be deemed to have been executed at NEW DELHI even if the Allottee has prior thereto executed this Agreement at any place(s) other than NEW DELHI, IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT NEW DELHI ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS

1. _____

M/s **Horizon Concept Pvt. Ltd.**

2. _____

ALLOTTEE(S)

ASSIGNMENTS AND ENDORSEMENTS

FIRST TRANSFER

S/o / W/o / D/o _____

R/o _____

—

The Applicant of this unit No. _____, area _____ Sq. Feet.

equal to Rs. Per Sq. Meter.,

on _____ floor in the Group Housing called "**IRIDIA**" do hereby Transfer /

Assign this agreement to

Mrs. / Mr. / Ms. _____

S/o / W/o / D/o _____

R/o _____

and The Developer/Company, **Horizon Concept Pvt. Ltd.**, hereby endorses the Said

unit in the name of above Said Assignee /Transferee on the payment of the

administrative charges of Rs. _____ (Rupees. _____) and all

other pending dues, of Rs. _____

(Rupees. _____) till date, by the

Assignee / Transferee to the Developer.

Allottee /Transferor

Finance Dept.

Director

Annexure – A

Layout Plan- IRIDIA



Annexure – B

Specifications

PARTICULARS	DESCRIPTION
Living/Dining:	Floors: vitrified tiles with border. Walls : Acrylic Emulsion paint/(highlight wall.
Bedrooms:	Floors: laminated wooden flooring in bedrooms. Vitrified tiles in Acrylic Emulsion paint/OBD
Internal Doors:	Flush doors with melamine wooden polish/designer paint finish
Wood work:	Wooden cupboards with excellent paint/laminate finish.
External Windows:	UPVC(Un plasticized Polyvinyl Chloride)
Toilets/Bath:	Floors: Anti-skid Ceramic tiles. Italian/Spanish tiles in bath. Gran white Sanitary Ware.
Modular kitchen:	Floors: Anti-skid Tiles. Stainless steel sink, granite/Marble count fittings, imported Wooden panels modular kitchen with ss acces Emulsion paint/OBD.
Lift/Lobby/Staircase:	Stone/Acrylic emulsion finish for wall paneling at lift lobby, Steel oil bound distemper on walls and Staircase
Ceiling:	High quality POP finish with OBD.
Bathrooms:	High-end designer fittings by MARC.
Electrical:	Modular switches with remote control & Superior electrical fitti

Annexure – C

SCHEDULE OF PAYMENTS

PAYMENT PLAN

Construction Link Plan

Installment no.	Payment Due On	Payment
1	Booking Amount	10% of BSP
2	Within 45 Days of Booking	10% of BSP
3	At start of excavation	10% of BSP
4	On casting of Podium Slab	5% of BSP + 50% of PLC
5	On casting of 1st Floor	5% of BSP + 50% of PLC
6	On casting of 3rd Floor	5% of BSP + Car

		Parking Charges
7	On casting of 5th Floor	5% of BSP + Club Membership Charges
8	On casting of 7th Floor	5% of BSP
9	On casting of 9th Floor	10% of BSP
10	On casting of 11th Floor	10% of BSP
11	On casting of 13th Floor	10% of BSP
12	On start of Masonry Work	5% of BSP
13	On start of Outside Painting	5% of BSP + FFC, PBIC & EEC + power back up
14	At the time of offer of Possession	5% of BSP + IFMS + Registration Charges + Stamp Duty