

AGREEMENT FOR SALE/LEASE/ALLOTMENT LETTER

BY AND BETWEEN

FAIRFOX ITINFRA PRIVATE LIMITED

AND

XXXXXXXXXXXXXX

TYPE OF UNIT: IT/ITES OFFICE SPACE/FACILITIES SHOP

UNIT NO: , BLOCK/TOWER,FLOOR

Project: "EYE OF NOIDA(EON)"

**SITUATED AT: PLOT NO.-01A, SECTOR-140A, EXPRESSWAY NOIDA
(UTTAR PRADESH)**

FOR FAIRFOX ITINFRA PRIVATE LIMITED ACCEPTED BY ALLOTTEE(S)

**(AUTHORISED SIGNATORY) SIGNATURE(S)IT/ITES OFFICE
SPACE/FACILITIES SHOP AGREEMENT FOR SALE/ ALLOTMENT LETTER.**

FOR FAIRFOX ITINFRA PRIVATE LIMITED ACCEPTED BY ALLOTTEE(S)

This Agreement together with Schedule is made and executed on 2021, at NOIDA ("Agreement"):

BY AND BETWEEN

FAIRFOX ITINFRA PRIVATE LIMITED (CIN.....), (PAN No.....) a company registered under the Companies Act 2013 and having its registered office at **Plot No. DV-GH-09C, Sector-Techzone-IV, Greater Noida (West) Uttar Pradesh-201307 & Marketing Office at Plot No. 01A, Sector-140A, Noida U.P.** represented by its duly authorized person Sh..... / Sh..... (hereinafter referred to as the "**Company**") which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and assigns) of the FIRST PART.

AND

Sh.....(PAN No.....) (Adhhar No.....)
S/o.....R/o.....Email.....
.....Mobile No.....Office Address.....Telephone
No.....Email address..... [Hereinafter jointly or individually as the case may be referred to as "**Allottee(s)**" which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and permitted assigns).

THE COMPANY GOT THE FIRST PHASE OF THE PROJECT REGISTERED WITH UP-RERA AS IN ACCORDANCE WITH THE PROVISIONS OF THE ACT WITH THE UTTAR PRADESH REAL ESTATE REGULATORY AUTHORITY AT NOIDA ON..... UNDER REGISTRATION NO.....

WHEREAS:

- A. New Okhla Industrial Development Authority (NOIDA) (hereinafter referred to as the "Lessor") allotted 55247.50 square meter of land at Plot No. 01A, Sector 140A, Noida, U.P.(hereinafter referred to as the "Said Land") to the company. A Lease Deed for a period of 90 years was executed by the Lessor in favour of Lessee which is duly registered with assurances and recorded in Ledger No. 1, Vol. No. 10592 on pages 203 to 248 on 29.06.2021 with the office of concerned Sub-Registrar, NOIDA (Gautam Budh Nagar) (hereinafter referred to as the "Lease Deed").
- B. The Company has applied for the approval of the building plans from Noida Authority. Noida Authority has issued Approved Building plan Vide Letter No. NOIDA/B.C./B.P./12975/715 dated 21.10.2021 In respect of the Said Land.
- C. The said land is earmarked for the purpose of development and construction of IT Park comprising of IT/ITES Office Space/Facilities Shop and other ancillary/related usage space etc. as in accordance with approved building plan and the said project shall be named as "**EYE OF NOIDA (EON)**".
- D. Now, the Allottee(s) has approached the Company and has requested for allotment of an IT/ITES office space/Facilities Shop in the project named, **EYE OF NOIDA (EON)**, (hereinafter referred to as the **Said Project**"). The Company has already provided the Allottee(s) for his satisfaction the inspection of the site, tentative plans, ownership records and other documents relating to the title, competency, approvals, registrations,

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permissions sanctions and all the other documents pertaining to the Said Land and Said Project, which the Allottee acknowledges and approves; The Allottee(s) have examined the documents confirming right, title and interest of the company and its authority, entitlement, sanctions and tentative sales plan of the said Project.

- E. The Allottee(s) after fully satisfying themselves vide application dated..... had applied to the Company and thereafter allotted an IT/ITES Office Space/Facilities Shop –, Block/Tower-....., Floor-....., having a Super Area equivalent to (..... sq. mts) _____ sq. ft. and Carpet Area equivalent to (..... sq. mts) sq. ft. has been ALLOTTED to Allottee(s). (herein after referred to as the '**Said Premises**').. The validity of allotment of Facilities shop/Office Space is co-terminus with the remaining period of 90 years Lease Hold right bestowed on the Company in the lease deed executed by Noida Authority in favour of the Company. The Allottee(s) acknowledges the Company has readily provided all information, clarifications, details etc., as required by them and that the Allottee(s) has relied solely upon his own wisdom, judgment and investigations while deciding to execute this Agreement and no other oral or written representation or statement made by the Company or any of its representative/channel partner/employee (s) shall be considered to be part of this Agreement.
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules regulations, notifications etc. applicable to the said project.

NOW, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this agreement and all applicable laws and in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement by and between the parties, the Company hereby agrees to sell and allottee hereby agrees to purchase said premises; upon good and valuable consideration (the receipt and adequacy of which is hereby mutually acknowledged), the Parties with the intent to be legally bound hereby are now willing to enter into this agreement on the terms and conditions appearing hereinafter:

1. DEFINITIONS:

The words and expressions beginning with capital letters and defined in this agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules

- a. "**Application Form**" shall mean an application form duly filled by the Allottee or duly authorized person on his/her behalf including the documents for identification, PAN number, address proof, bank statements etc. submitted by him along with application form;
- b. "**Allotment Letter**" shall mean a definitive document in the nature of Agreement for sale entered into and executed between the Company and the Allottee codifying details of Project, unit, Consideration and Terms and Conditions of allotment including any amendment and supplemental letters issued by the Company in respect of allotment subsequently;
- c. "**Amenities**" shall mean and include the facilities, compulsory paid facilities, optionally paid facilities etc.;

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- d. "**Applicable Laws**" shall mean all laws, brought into force and effect by the Government of India (GOI) or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of their respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
- e. "**Applicable Permits**" shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under the Applicable Laws in connection with the construction, operation and maintenance of the Project Highway during the subsistence of this Agreement;
- f. "**Approved Plan**" shall mean and include the plan prepared by architect of the Project/Company and as approved by the NOIDA/competent authority and may include the changes as may be approved by the competent authority in accordance with Applicable Laws and Applicable Permits;
- g. "**Change in Law**" means the occurrence of any of the following after the date of Allotment:
- i. The enactment of any new Indian law;
 - ii. The repeal, modification or re-enactment of any existing Indian law;
 - iii. The commencement of any Indian law which has not entered into effect until the date of Allotment;
 - iv. A change in the interpretation or application of any Indian law by a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Allotment; or
 - v. Any change in the rates of any of the Taxes that have a direct effect on the Project;
- h. "**Consideration**" shall mean the total cost of the Said Premises in terms of Allotment Letter including the cost of amenities to be annexed, attached to the Said Premises or for the beneficial utilization of the Said Premises excluding the cost of the amenities which are not disclosed at the time of allotment but to be determined by the Company later in terms of this Builder Buyer Agreement or as per the Applicable Laws;
- i. "**Layout Plan**" shall mean and include the tentative plan prepared by the architect/Company for the development of proposed Project commercially prior to approval by competent authority;
- j. "**Maintenance Agreement**" shall have the meaning set forth in Clause 9.2 of this Agreement;
- k. "**Covered Area**" means for the said Unit includes the area of the said Unit including area enclosed by its periphery walls, area under walls, columns, half the area of walls common with other Unit etc. which form integral part of Said Unit.
- L. "**Carpet Area**" As defined in the Act.
- M. "**Super Area**" shall mean all such parts/areas in the Said Project, which the Allottee(s) of the Said Premises shall use by sharing with 'other occupants of the Said Project including but not limited to corridors, land passages, atrium, common toilets, lifts and lift

lobby, escalators, area of cooling towers, STP area, rain water harvesting area, AHU rooms security/fire control rooms, all electrical shafts, D.G. Shafts, A.C. Shafts, Pressurization shafts, plumbing and fire shafts on all floors and rooms, stair cases munties, lift machine rooms and water tanks etc. In addition, entire service area in the basement may be included but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, A.C. plant room pump rooms, maintenance and service rooms, fan rooms and circulation areas etc. shall be counted towards common areas.

n. "**Terms and Conditions of Allotment**" shall mean terms and conditions of allotment as codified in covenants of agreement to sell/lease / allotment letter; broadly relating to the Said Project, Said Premises, Consideration, mode of payment, Amenities possession, maintenance, payment of charges, user charges etc. ,

o. "**Act**" means the Real Estate (Regulations and Development) Act 2016 (16 of 2016), r/w amendments, Rules, Regulations and Notifications.

P. "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.

q. "**Government**" means the Government of Uttar Pradesh and Government of India.

r. "**Rules**" means the real estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.)

s. "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

t. "**Noida**" means New Okhla Industrial Development Authority.

u. "**Said Premises**" means any unit of such size and dimensions as approved in the sanctioned plan including but not limited to reasonable sub division of such unit and/or merger of more than one unit(s) (including floor's corridor; which in any case is part of FAR) to consolidate it as one unit; to effect any specific requisition of an allottee(s).

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- a. References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.
- b. References to laws of India or Indian Law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c. References to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government,

agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

- d. The table of contents, headings or sub-headings in this Agreement; are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- e. The words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- f. References to "construction" or "building" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" shall be construed accordingly;
- g. References to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and "develop" shall be construed accordingly;
- h. Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- i. Any reference to day shall mean a reference to a calendar day;
- j. References to a "business day" shall be construed as reference to a day (other than a Sunday) on which banks in Delhi/Noida, U.P. are generally open for business;
- k. Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- l. References to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- m. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- n. The words importing singular shall include plural and vice versa;
- o. References to any gender shall include the other and the neutral gender;
- p. "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- q. References to the "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is

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incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, Agreement, protection or relief of debtors;

- r. Save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Company hereunder or pursuant hereto in any manner whatsoever;
- s. The Schedules and Recitals to this Agreement, form an integral part of this Agreement, and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- t. References to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- u. Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

2. CONSIDERATION AND OTHER CONDITIONS:

2.1 The Total Sale Price of the Facilities shop/Office Space is Rs. _____ (Rupees _____ Only) to be paid in accordance with payment plan(s)/Cost Sheet as detailed in Schedule-_____ and as may be opted by Allottee(s), which forms integral part of this agreement. The Total Sales Price does include such amounts, charges, possession charges, taxes etc. quantified, defined as due and payable as stated in the Application Form/Allotment Letter/payment plan. The Allottee(s) agrees that Total Sale price is for bare shell condition with specifications stated in Schedule-____, for Facilities shop & Schedule-____ for Office Space within the internal walls of the said Facilities Shop /Office Space and the Allottee(s) understands that the furnishing and fit outs inside the said Facilities Shop/Office Space shall be done by the Allottee(s) at its own cost. The specifications of the common area /facilities are stated herein Schedule ____ for Facilities shop & Schedule ____ for Office Space. The Schedule(s) as stated

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herein above, form an integral part of this arrangement/agreement and the Allottee(s) is bound to pay such amount /charges as stated in these schedule(s). All taxes, duties, levies i.e. GST, Surcharge, Stamp Duty shall be payable in addition to the total consideration. The Allottee(s) has made the following payment to the Company.

S.NO.	AMOUNT	MODE OF PAYMENT	DATE	BANK
1				
2				
3				

2.2 The cost of construction of the Said Premises is escalation free subject to Force Majeure as reasonably defined herein after, and Change in Scope as reasonably defined herein after and exorbitant increase in cost of construction; the Allottee(s) hereby agrees to pay additional charges due to increase in cost of construction, area, external charges, internal charges and other applicable charges, levies, taxes, cess, value added tax, G.S.T. or any other tax demanded or imposed by the Government and/or Noida Authority, at present or in the future.

2.3 The Allottee(s) agrees that the Total Sale Price of the said premises is based on an estimated cost of construction as onDay, of 2021, any exorbitant variation beyond reasonable annual inflation in the cost of construction shall be calculated from the month of booking of the premises up to the month of offer of possession and such increase, if any, beyond reasonable annual inflation shall be charged to the allottee(s) as the case may be. The computation of variation in cost of construction shall be done by taking into account the current costs of materials to be used and/or utilized in implementation/development of the project. In order to ensure a fair and transparent methodology for computation of escalation charges, the company shall take the respective Reserve Bank of India (RBI) Indexes as published in the RBI monthly bulletin for steel, cement, fuel and power, other building construction material and labour as the basis of such computation and the allottee(s) agree and accept, that by choosing these independent RBI Indexes, the company is ensuring the highest level of fairness and transparency. The respective RBI Indexes for the computation of the escalation charges in the cost of construction and labour cost are as follows steel-Index published as Steel-long in the category of Basic Metals, Alloys & Metal products, cement-Index published as cement & lime in the category of Non-Metallic Mineral Products, fuel & power-Index published as fuel & power, other building construction materials-Index published as all commodities in the Index numbers of wholesale Prices in India, Labour-Index published as Consumer Price Index Numbers for industrial workers of NCR/Delhi Escalation charges shall be computed at the time of offer of possession. The RBI Indexes for the month of booking of the said premises and for the month of offer of possession shall be taken as the opening and closing indexes respectively to compute the escalation charges. The company shall appoint a firm of chartered Accountants to independently audit and verify the computation of escalation charges done by the company. Such audited and verified escalation charges beyond reasonable annual inflation shall be paid as the case may be by the allottee(s) before the offer of possession of the said unit to the allottee(s). Escalation charges as intimated to the allottee(s) shall be final and binding on the Allottee(s). The Allottee(s) agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach under the terms and conditions of the agreement, possession shall not be handed over to the Allottee(s) unless Escalation Charges are paid in full along with delayed interest, if any.

2.4 The Allottee(s) has paid an amount of : (**Only**) to the Company and agrees to pay the balance amount of total sale price: (**Only**) along with applicable taxes including but not limited to GST hereinafter together referred to as the "Consideration") to be paid by the Allottee(s) in the manner set out in the cost sheet & payment plan annexed herewith as **Schedule....-** of this

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Agreement. The Consideration is the total sale consideration which includes, wherever applicable, interest free maintenance charges and other charges applicable on the date of agreement. GST, any other future taxes, surcharge, cess etc. levied by the Government/government agencies/authorities etc. shall remain the exclusive liability of the Allottee(s) to pay on demand or on general notification. It is further clarified that the total price of said premises does not include the cost of electrification, cost of A.H.U. water & Sewerage charges, electrical connection charges, power backup charges, sinking fund charges, water connection and sub-meter charges, Service lines and Light fixtures charges payable to competent authority/service provider and/or which shall be installed by the Allottee(s) at their own cost and expenses. The amount payable to power distribution authority or any other authority in respect of service connection, service lines, sub-station equipments and the cost of the area for its installation and the security deposit etc. shall be charged extra in proportion to the Super area of the Facilities shop/Office Space. If due to any subsequent legislation/government order or change in Fire Code or National Building Code or if deemed necessary by the company at its sole discretion, additional fire safety measures are undertaken, then the Allottee(s) undertakes to pay within 15 (fifteen) days from demand, the additional expenditure incurred thereon along with other Allottee(s) proportionately on basis of Super area. Allottee(s) understands and undertakes that if there is any increase in any of the taxes, which are levied at present, including the incidental statutory demands, the same shall be borne by the Allottee(s) in proportion to the area of the said premises. The Allottee(s) undertakes to pay such proportionate amount, if any, promptly on demand by Company or through general notification. All the payments made by the Allottee(s) herein under this Agreement shall be made by way of a cheque/ Pay Order or Demand draft payable at Noida. If any provision of the existing or future laws, guide lines direction etc. of government of the competent authorities is made applicable to the Said Premises/complex requiring the Company to provide pollution control devices, effluent treatment plant etc. in the complex, in such event, the cost of such additional devices equipment etc, shall be borne and paid by the Allottee(s) in proportion to the Super area of hisas and when demanded by the Company.

2.5 On completion of the Said Project, the final area of the Said Premises shall be determined after accounting for changes, if any. The final and confirmed areas shall be incorporated in the Sub Lease Deed. Any increase or decrease in the Area above +/- 3% of the Said Premises the difference in the consideration amount shall be payable by the Allottee(s) or returned, as the case may be, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Company or be made by the Allottee(s) against the Company. In case of absolute deletion of the Said Premises from the project due to any reason, no claim, monetary or otherwise, shall be raised or accepted. However, the actual amount so received against the same shall be refunded to the Allottee(s) in full without any interest payable by the Company to the Allottee(s) subject to deduction of charges incurred by Company including but not limited to processing fee, administrative charges, marketing charges, brokerage charges etc on the Said Premises.

2.6 The Allottee(s) understands, agrees and acknowledges that although the consideration for the Said Premises is calculated on the basis of the Super Area what is being agreed to be sold/transferred/conveyed/leased/sub-leased herein is only the actual Carpet/covered area comprising the Said Premises. However, subject to the due observance and compliances, it is obligatory under this Agreement and the Maintenance Agreement to be executed in due course, including due payments of maintenance and additional charges there under, the Allottee(s) shall have non- exclusive and common rights along with the other lawful occupants of the Said Project to use the Common Areas and the facilities provided in the Said Project. The Allottee(s) agrees and understands that he shall have no ownership claim or right of any nature/kind, over/in respect of all/any open spaces, community sites, any other space/facility etc. Such

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spaces shall remain the property of the Company, which shall be free to deal with the same in any manner whatsoever, in accordance with the law.

2.7 The Company has also made clear to the Allottee(s), who understands and agrees that the rights of the Company in the Said Premises agreed herein to be conveyed/sold/transferred/leased are circumscribed to the subject conditions imposed by NOIDA Authority.

2.8 It is made clear by the Company and Allottee(s) agrees that the Office Space/Facilities Shop alongwith covered parking, (if applicable/allotted) shall be treated as a single indivisible for all purposes and shall not be in any case separable. As part of the Said Premises the Company has reserved covered parking space(s). The reserved parking space shall automatically be cancelled in the event of any cancellation, surrender, relinquishment, resumption and repossession etc. of the Said Premises under any of the provisions herein. No construction shall be allowed over the reserved parking space. The Allottee(s) shall have no right, title and interest in the car parking spaces in the basements or on the surface of the said project, Which may or may not have been allotted/reserved by the company to any of the Allottee(s) and shall be dealt with by the Company in its own discretion as it shall remain the absolute property of the Company. The Allottee(s) shall not raise any claim any right against such car parking spaces in the basements or on the surface of the said project nor shall the Allottee(s) attempt to use or park its vehicle in such car parking spaces. The Company whenever it may deem fit or necessary may assign the management and/or operations of the vacant/un-allotted car parking space to any agency/contractor for better management of the parking space in the said premises. The Allottee(s) understand and agrees that the visitors/guests/staff of the occupants of the said premises shall park their vehicles subject to availability at the space specifically earmarked by the Company under "pay and Park" system or under any other system as may be decided by the Company.

2.9 In case, Allottee(s) has opted for a Construction Linked Plan/Flexi Payment Plan, the Company shall send the call/demand notices for installments on completion of the respective stages of construction. The call/demand notices shall be sent by Speed Post/Registered Post/Courier and/ or through email/whatsapp and shall be deemed to have been received by the Allottee(s) within 5 days in case of registered Post and within 3 days in case of speed post/courier from the date of dispatch, and instantly in case through email/whatsapp; as the case may be.

2.10 That except in the Construction Linked Plan/Flexi Payment Plan, it shall not be obligatory on the part of the Company to send demand notices/ reminders regarding payments of installments of whichever nature as may be due from Allottee(s). The Allottee(s) hereby agrees that the Company shall have the right to forfeit 15% of the total sale consideration, in cases of non-payments for two consecutive demands, cancellation of booking etc. and in case of non-fulfillment of the terms and conditions herein. The balance amount, if left with the Company, shall be returned as per the Company policy and rules after surrender of original receipts and all papers issued by the Company and subsequent to furnishing of the indemnity, and other undertakings in person as may be required by the Company. The Allottee(s) hereby further agrees to sign and return the Agreement to the Company within thirty (30) days from the date of its intimation by the Company.

2.11 That the Allottee(s) undertakes, agrees and expressly permits the Company to appropriate all the payments made by the Allottee(s) in any priority to adjust taxes, interest, arrear of installments, additional charges as per prevailing requirement and circumstances before the Company.

2.12 That the Company and the Allottee(s) hereby agrees that the amount paid by the Allottee(s) at the time of Application for booking/Allotment/Payment of installments hereunder and/or Registration of the said Premises whatsoever, to the extent of 15% (Fifteen Percent) of

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the Consideration of the said premises, (shall collectively constitute the "**Earnest Money**"). Non fulfillment by the Allottee(s) of the terms and conditions of this Agreement, especially those pertaining to the non-remittance of the installments and other dues shall entitle the Company at its sole discretion to cancel the Allotment and this Agreement and forfeit the earnest money i.e. amount equal to 15% of the total consideration of the said premises. The Allottee(s) shall not be entitled to claim partition of his share in the said premises and/or said land and/or Said Project thereon and the same shall always remain undivided and impartible.

2.13 All the charges or levies demanded or imposed or to be imposed by Noida Authority or by any other authority, Local/Government body shall have to be borne proportionately by the Allottee(s). Such charges shall be payable as demanded and from the date the same are made applicable by such authority or Local/Government body. The aforesaid charges shall be payable by the Allottee(s) as and when Call Notice thereof is given by the Company and within such time as specified in the Call Notice. In case of default in payment of the same, the applicable provisions shall apply. The Allottee(s) shall themselves be responsible for such default, and in the event of any non-performance by the Allottee(s); if the Company suffers any loss/damage, the Allottee(s) shall indemnify the Company of such loss/ damages.

2.14 The Total Sale Price at which the Facilities shop/Office Space is booked is an estimated cost and is inclusive of the external development charges (EDC) and the infrastructural development charges (IDC) as applicable to the said Project. Any future upward revision thereof by the government agencies shall be recovered from the Allottee(s) on pro-rata basis.

2.15 The Company shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the allotment of the said Allottee(s) herein in any way. The Developer shall issue receipt for payment in favour of the Allottee(s) only.

2.16 The price of the Facilities shop/Office Space is calculated and/or chargeable on Super Area. The Allottee(s) exclusive right(s) shall be limited only to the Carpet area allotted to the Allottee(s) for valuable consideration. The right to use Terrace(s)/roof(s)/common areas/open space(s) etc. of the building/structure in which the said Facilities shop/Office Space is located including all the signage areas for display board, hoardings, illuminated sign boards, neon signs, etc. in the atrium, lift, lift lobbies, corridors, basements, parking spaces, front, rear and other outer facades of the building(s)/structure(s) shall only remain with the Company. The Company may install a digital display on outer façade as secondary façade and upon such digital display/secondary façade shall have an exclusive right for its usage for digital display, branding, marketing advertisement, and/or display any promotional, informative and entertainment content. The Company may issue such guidelines/ directions including but not limited for colour scheme, style and manner of signage, proper maintenance and upkeep by the Allottee(s) of such signage(s) from time to time. The Company may transfer such responsibility of identifying, earmarking and allotment of such signage(s) to its nominees/assigns or any other body corporate or association/firm or to such agency as may be appointed by it at its sole discretion. It is understood by the Allottee(s) that signage management of the project shall remain exclusively with the Company and/or its appointed agency. The Allottee(s) shall not raise any dispute with regard to the appointment of any agency for managing signage(s)/digital display on secondary facade in such a manner as such agency may deem fit and proper and the Allottee(s) shall extend full cooperation to such an agency for optimum usage of the signage(s) in the said project. The Allottee(s) further undertakes, assures and guarantees that he will not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the said Facilities shop/Office Space or anywhere on the exterior of the said Facilities shop/Office Space or common areas or except at the places specifically earmarked and allotted by the Company. The Allottee(s) understands and agrees that the Company shall have the exclusive right to use and/or lease and/or rent any common

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areas for advertisement, promotion, branding, display and marketing to any advertisement and marketing agencies.

2.17 Except for the areas herein allotted, all the common areas and the facilities including parking spaces and the residuary rights in the proposed building in the said project shall continue to vest in the Company unless otherwise transferred to any other entity/body corporate.

3. POSSESSION:

3.1. The Company shall endeavor to complete the construction of the Said Premises as in accordance with timeline for completion submitted with the Authority; and offer possession of the said possession on or before..... months and subject to Force Majeure events as described under Clause 12 from the date of execution of this Agreement subject to timely payment of due Consideration and additional charges by the Allottee(s), failing which the Allottee(s) shall be liable to pay a interest on delayed payment calculated as in accordance with Rules and Regulations reasonably defined in the Act subject to any change by way of amendment and/or omission in the law for the time being in force. Similarly in case of delay in possession the Company shall compensate as in accordance with Rules and Regulations reasonably defined in the Act subject to any change by way of amendment and/or omission in the law for the time being in force provided no force majeure event prevails. In case of any force majeure event the company shall exclude said period from the period specified for offer of possession of the said premises. The Company, on obtaining certificate for occupation/completion as the case may be upon necessary requisite NOC's from the competent authorities, shall hand over the possession of the Said Premises to the Allottee(s) subject to the Allottee(s) having complied with all the terms and conditions of the Agreement. In the event of their failure to complete all possession formalities, including but not limited to signing of undertakings, declarations, indemnity, maintenance agreement etc. of the said premises allotted within 30 days from the date of offer of possession the same shall lie at his risk and cost and the Allottee(s) shall be liable to pay the Company a holding charge @: 50/- per sq. ft. for Office Space and Rs. 200/- per Sq. ft for Facilities shop of the Super Area per month for the entire period of such delay. The holding charge shall be a distinct charge in addition to maintenance charges, and not related to any additional charges as provided in this Agreement. Under any circumstances, the Allottee(s) shall take possession of the said premises within 90 days from the aforesaid date of offer of possession failing which the allotment in favor of the Allottee(s) shall be cancelled and the provision of Para 2.9 shall be applicable thereafter. The Allottee(s) would only be refunded G.S.T. subject to refund from the Govt. or any competent authority, any incidental and processing charges in this regard shall be recovered from the Allottee(s).

3.2. That the Company shall not be held responsible or liable for not performing of its obligations or undertaking provided for in this Agreement if such performance is prevented, delayed or hindered on account of happening of any Force Majeure Event and which is not within the reasonable control of the Company. Further the Company shall not be held liable for any delay in delivery of possession to the Allottee(s) due to any Force Majeure Event.

3.3. The Allottee(s) shall only be entitled to the possession of the Said Premises after making the full payment of consideration, additional charges, taxes, maintenance and security payable as agreed in the Application form/payment plan/cost sheet/Agreement. Under no circumstances shall the possession of the said premises be given to the Allottee(s) unless all the payments in full, along with interest due, if any, have been paid by the Allottee(s) to the Company.

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4. DUE DILIGENCE:

The Allottee(s) has carried out due diligence to his entire satisfaction relating to the right, title, and interest of the Company in the Said Land, Said Project and the Said Premises by going through the its ownership record, inspection of site and other related documents/approvals to confirm the competence of the Company to develop and deliver the Said Premises. It is hereby understood and agreed that upon signing of this Agreement, the Allottee(s) is deemed to have completed all due diligence to his entire satisfaction.

5. REPRESENTATION & WARRANTIES:

5.1 The Company represents and warrants to the Allottee(s) that:

5.1.1 The Company is a validly existing, duly registered company and is fully authorized to enter into this Agreement;

5.1.2 the Company has obtained requisite approvals, licenses, plans, exemptions, clearances, sanctions, authorizations and permissions accorded by the Competent Authorities pertaining to the development and construction of the said Project according to the Applicable Laws and Applicable Permits;

5.1.3 The Company represents that subject to terms and conditions of the Lease deed; it is entitled to carryout development, market, deal, sell units constructed on the Said Land for the Said Project and to receive advances, consideration, money(s), give receipts, cause conveyance, other documents etc. in accordance with the Applicable Laws and Applicable Permits.

5.1.4 It is specifically clarified by the Company and accepted by the Allottee(s) that the layout plan of the Said Premises as depicted in the floor plan, annexed herewith and its dimensions and area which forms the basis for calculation of the sale consideration under this Agreement is subject to change till the construction of the Said Project in all the respects. If any change in area takes place, it shall automatically change the consideration of the Said Premises also.

5.2 The Allottee(s) represents and warrants to the Company that:

5.2.1 That the Allottee(s) is fully competent and authorized to enter into this Agreement according to the Applicable Laws;

5.2.2 That the Allottee(s) is executing this Agreement with full knowledge of all Applicable Laws and Applicable Permits to the Said Project/Said Premises and the terms and conditions contained in this Agreement and the Allottee(s) has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement;

5.2.3 That the Allottee(s) acknowledges that the Company has provided the requisite information and clarifications as required by the Allottee(s) and that the Allottee(s) is fully satisfied with the same and the Allottee(s) has relied on his own judgment and investigation in deciding to apply for allotment of the Said Premises and has not relied upon and/or is not influenced by any plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or its agents/organizers/brokers.

5.2.4 All notifications, approvals, exemptions, sanctions and permissions accorded by the Government have been seen and understood by the Allottee(s) along with all relevant documents and papers pertaining to the Said Project. The Allottee(s) has fully satisfied himself as to the title of the Company to the Said Land, its marketability and right as well as authority of the Company to develop, promote market, and sell the Said Project and to allot or otherwise convey the Said Premises to any party(ies) whatsoever in terms of the permission granted and the applicable Acts and the rules and regulations promulgated/enacted there under. The Allottee(s) being fully satisfied and agrees and undertakes that no further investigations are

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required regarding the title, right and authority of the Company and that no objection, challenge or queries shall be raised by the Allottee(s) at any time in future and the whatsoever reasons in regard to the title and rights of the Company to enter into this Agreement. The Allottee(s) represents and acknowledges that the Company has readily provided all information/ clarifications required by the Allottee(s). The Allottee(s) further acknowledges that complete file consisting of all relevant papers, documents, notifications, plans, permissions and letters etc. in relation to the Said Project is available at the Said Plot office/corporate office of the Company which has been duly inspected by the Allottee(s) and that all queries, doubts and concerns of the Allottee(s) have been answered and clarified to the Allottee(s) by the representatives of the Company to his full satisfaction.

5.2.5 The Allottee(s) is aware of the facts and legality, that the Company is in the process of developing the Said Project on the Said Land, and in pursuance thereof it is understood and agreed by the Allottee(s) that the location of the Said Premises and its Area are tentative and subject to changes; if required by government and/or Noida authority.

5.2.6 In case of variation in area to the extent of 10% of the floor area space, either in excess or in deficiency, the rates as agreed hereinabove shall operate or the same shall be binding upon the Allottee(s). In case of variation in area to the extent of 15% or more of the floor area space, the Allottee shall have the option to cancel the allotment and terminate this Agreement seeking refund of the entire Consideration paid against the Said Premises without any interest payable by the Company but subject to deduction charges incurred by the Company including but not limited to processing fee, marketing charges, brokerage charges etc., towards the Said Premises.

5.2.7 The Company has made it clear to the Allottee(s) that it shall be carrying out extensive development /construction activities now and in future in the entire area in the phase wise manner falling outside the Said Premises (within or outside the said project) and the Allottee(s) has confirmed that he shall not raise any objection or make any claims or fail to pay installments in time as stipulated in the Payment Plan on account of inconvenience, if any, due to such construction activities and/or incidental activities. The Allottee(s) shall further undertake not to object any construction activities carried out in the other phase(s) of the said project; after giving possession of the said premises to the Allottee(s). The Company relying on this specific undertaking of the Allottee(s), provisionally agreed to allot the said Facilities shop/Office Space and this undertaking shall perpetual in nature coexist with the usage of the said premises.

5.2.8 It is made clear by the Company and agreed by the Allottee(s) that all rights including the leasehold rights/ownership thereof of land(s), facilities and amenities, roof facilities (other than those within the Project Building and the land beneath the said building only), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, mortgage, joint venture, operation and management or any other mode including transfer to Government, semi Government, any other authority, body, any person, institution, trust and/or any local body(ies) which the Company may deem fit in its sole discretion. The Company while relying on this specific undertaking of the Allottee(s), has agreed to allot the said Facilities shop/Office Space and this is perpetual in nature and co exist with the said premises.

5.2.9 If any misrepresentation/concealment/suppression of material facts is/are found to be made by the Allottee(s), the entire money deposited by the Allottee(s) with the Company shall be forfeited and legal action for such misrepresentation/concealment/suppression shall be initiated as in accordance with law.

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5.2.10 The Company shall be entitled to avail financial assistance from Bank/Financial Institutions for development of the Said Project.

5.2.11 All terms and conditions with attachments, specified in application and/or elsewhere form an integral part of terms & conditions of this agreement, however, in case of any contradiction, terms and conditions mentioned in this Agreement shall supersede in its applicability and interpretation to whatever is mentioned elsewhere in consonance and constructive manner.

5.2.12 The Company reserves the right to give on lease or hire any part of the top roof/terraces above the top floor in the said project for installation and antenna, satellite dishes, communication, towers, other communication equipments or to use/hire/lease the same for advertisement purposes etc. and the Allottee(s) agrees that he shall not object to the same and make any claims on this Account.

5.2.13 The basement(s) and service areas, if any as may be located within the said project; as the case may be shall be earmarked by the Company to house services including but not limited to air conditioning plants, electric sub stations, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per plans. The Allottee(s) shall not be permitted to use basement(s) and service areas in any manner whatsoever, and same shall be reserved for use by the Company or the maintenance service provider agency and its employees for rendering maintenance services. Any violation of this condition shall be treated as breach of allotment terms by the Allottee.

5.2.14 Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the Super Area of the said premises on account of structural design of the said project without which there can be no support to the said premises, it is repeated and specifically made clear that it is only the inside space in the said premises that has been agreed to be sold and the inclusion of the common areas in the computation does not give any right, title and interest therein as such to the Allottee(s).

5.2.15 The Company shall alone be entitled to obtain refund of various securities deposited by it during construction of the said project with various government/local Authorities various purposes including but not limited to electric and sewer connection etc.

6. PLANS, DESIGNS AND SPECIFICATIONS:

6.1 The Allottee(s) hereby agrees and understands that the Company has a right to effect suitable and necessary alternations/alterations/additions/ modifications/deletions in the layout/building plans/floor plans, designs and specifications etc. or as directed by the competent authority(ies). The Allottee(s) hereby, agrees and gives unconditional acceptance to all such alternations/alterations/additions/modifications/deletions in the layout/ building plans/floor plans, designs and specifications etc. as may be deemed necessary.

6.2 The Company, with the due statutory approval/permissions shall have the right to add, construct, in addition to the present sanctioned building/ layout/floor plan and to sell or rent such additional units/ offices/ shops etc., in the Said Project, as the Company may in its absolute discretion think fit. The said layout plan, floor plan, building plan may be changed, altered, modified, revised, added, deleted, substituted or recast as the Company may consider necessary in the interest of the said project or as caused/directed by the concerned Competent Authority and/or Architect, at any time after the building plans for the Project are sanctioned and till the grant of occupancy certificate by concerned Competent Authority subject to applicable laws. The aforesaid changes may involve all or any of the following changes (including but not limited to) change in the position of the said Facilities Shop/Office Space, change in the number of the said Facilities Shop/Office Space or change in its dimensions or

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change in the height of the proposed building or change in its area. The Allottee(s) has, in token of his acceptance of the various lay-out plans and specifications, signed and executed the schedule(s) attached here with, which forms part and parcel of this agreement. The allottee(s) agrees that he shall not raise any objection and/or claim, monetary or otherwise in the any circumstances. The Allottee(s) understands that to implement any or all of the above changes, supplementary agreements, if necessary, will be executed and the Allottee(s) further agrees to execute any other such documents to effectuate such understanding as in accordance with applicable law.

6.3 The Allottee(s) has seen and accepted the tentative plans; designs, specifications and applied for allotment with the full knowledge about the building plans, specifications, location of the said Facilities shop/Office Space, buildings, floor plans, and other such terms and conditions as per sanctioned building plan. The proposed and present layout, numbering plan of premises and facility are clearly seen and understood by the Allottee(s). However, the Allottee(s) understands that Noida Authority and/or other competent authorities etc. may allow additional FAR to the Company on purchasable/non purchasable basis. If the Company decides to use the additional floor area ratio (FAR) during the construction and/or after the completion of the building(s) in the said project in that case the Allottee(s) shall not have any objections to the same; as the Company shall have an absolute and unfettered right to commence and complete such further permissible construction and to deal with the same as in accordance with applicable laws, notwithstanding the designation and allotment of any common area as limited common area or otherwise. The Allottee(s) are bound to sign the required document and no objection certificate as and when required by the Company or Authority. The layout plan is envisaged such that the premises on all floors are independent with impartible and undivided share in the land area underneath the said building.

6.4 The Allottee(s) shall not be permitted to construct anything on the terrace(s)/roof(s). However, the Company shall have the right to carry out construction of further premises in the eventuality of such change in the (FAR) subject to due approvals and sanctions from the competent authorities as in accordance with applicable law and/or policy. However, if as a result thereof, there is any change in boundaries or areas of the Said Premises, the same shall be valid and binding on the Allottee(s).

6.5 However, if for any reason, any changes are made/required by the concerned Competent Authority/Architect resulting in the reduction or increase in the Super Area or Location/Floor of the Facilities shop /Office Space, the original rate per square foot and other charges will be applicable to the changed area i.e., at the same rate at which the Facilities shop /Office Space was booked. The Allottee(s) agrees and understands that in the event of any increase in the Super Area, the Company shall be entitled to recover from the Allottee(s) the additional amount/price and such other proportionate charges, costs and expenses, as may be applicable. The Allottee(s) understands and agrees that in view of decrease or increase of Super Area or change in Location/Floor, the Allottee(s) shall have no rights or any kind of claims (monetary or otherwise) against the Company, save and except that the price of the Facilities shop/Office Space will be increased or decreased proportionately as the case may be. Similarly, in case of absolute deletion of the Facilities shop/Office Space, no claim whether monetary or otherwise will be raised Allottee(s) except that the amount received from the Allottee(s) shall be refunded in full without any interest thereon.

6.6 Further the company in its sole discretion may sub divide any unit approved in the sanctioned layout plan and/or merge/join any number of unit(s)(including floor's corridor; which is part of FAR) approved in the sanctioned plan as in accordance with requirement and allot the same to the prospective allottee(s). The Allottee(s) undertakes not to object such act and deed of the company in any manner whatsoever.

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7. CHANGE IN SCOPE OF PROJECT:

The Said Premises is based on the approved Layout Plan but due to unavoidable circumstances if there are changes in the location of the Said Premises, then the Allottee(s) shall have the option to accept the equivalent alternative arrangement made by the Company without claiming any compensation. However, in case the Allottee(s) wishes to cancel its provisional allotment under this Agreement, the Company shall refund the amount(s) paid by the Allottee(s) towards its Allotment under this Agreement without any interest payable to the Allottee(s) subject to deduction of charges incurred by the Company including but not limited to processing fee, marketing charges, brokerage charges etc. towards the Said Premises. Not with standing anything contrary contained in the clause above, the Company shall have the right to effect suitable and necessary alterations in the layout plan, if it is essential in order to meet the requirements of the development of said Project in the specifications of the Said Premises, which shall be binding on the Allottee(s) without incurring any compensation. Such alterations may include but not limited to all or any of the following changes namely change in its boundaries, change in its specification, change in its dimensions or change in its area etc. If in case, the Parties fails to agree on the arrangement provided herein, the Parties shall have the right to cancel this Agreement, without incurring any compensation, damages or any other penal charges, interest etc. For removal of any doubt, in case the Allottee(s) exercises his right to cancel his Agreement under this clause, pursuant to formalities as per the cancellation policy; the Company shall refund all amounts received from such Allottee(s) without any interest payable upon it subject to deduction of charges incurred by the Company including but not limited to processing fee, marketing charges, brokerage charges etc. towards the Said Premises.

8. SUB LEASE/CONVEYANCE/SALE DEED AND STAMP DUTY:

8.1 Subject to the payment of full Consideration, additional charges/ payments and adherence to the terms and conditions of this Agreement by the Allottee(s), the Company shall arrange to execute and appropriate Sub Lease/Transfer/Sale Deed so as to sell, transfer and convey its rights, title, and interest pertaining to the Said Premises in favor of the Allottee(s). However, the Allottee(s) shall, on his part be responsible and bound to execute the appropriate Sub lease/Conveyance/Transfer deed as and when called upon to do so by the Company.

8.2 The obligations undertaken by the Allottee(s) herein shall survive and be read as part of the Sub lease/Transfer/Conveyance deed. The obligations and covenants of the Allottee(s) shall run with the Said Premises and be enforceable at all times against the Allottee(s), its transferees, assignees of successors in interest.

8.3 The stamp duty, legal charges, registration charges and other charges of the Sub Lease/Conveyance/Transfer Deed and any other document to be executed by under this Agreement shall be borne by the Allottee(s).

8.4 The land allotted to the Company by the Noida Authority is on lease for 90 years. If in future Noida Authority allow conversion of the said land from lease hold to free hold, and the Company decides to change such nature of the land, the Allottee(s) shall contribute in proportion to the Super area held by such Allottee(s) to enable the Company to facilitate the said conversion/change.

8.5 In case the Allottee(s) directly gets his facilities shop/office space converted to freehold from Noida Authority, he shall still be bound by the terms and conditions of this agreement agreed upon between the Company and the Allottee(s).

8.6 Unless a Sub lease deed with prior permission and on payment of applicable transfer charges to Noida Authority in respect of the said premises is executed and registered. The

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Company shall continue to have all authority over the said premises and all amounts paid by the Allottee(s) under this agreement shall merely be an advance payment for purchase of the said premises and shall not give the allottee(s) any lien or interest on the said premises until the Allottee has complied with all the terms and conditions of this agreement and a sub lease deed of the said premises has been executed and registered in favour of the Allottee(s). until execution and registration of sub lease deed; the right, title, interest, including the ownership and title in the construction so made remains with the Company. The Allottee(s) understands and accepts that the Allotment is subject to the terms and conditions as are contained in the lease deed whereby the Company got the perpetual sub lease deed rights in the said plot of land wherein the said project and said premises is developed; hence the Allottee(s) bound himself to the terms and conditions of the said lease deed executed by Noida Authority in favour of the Company.

9. STATUTORY TAXES, MAINTENANCE AND OTHER CHARGES:

9.1 The Allottee(s) from the date of offer of possession of the said Premises shall be responsible and liable for the payment of all Municipal Taxes, Property Tax, Ground Rent/Premium and any other statutory charges etc., (hereinafter referred to as "Statutory Dues") as may be levied on the Said Project in the share proportionate to the Area of the Said Premises referred to as "Proportionate Dues". All such amounts shall be payable on demand, as the case may be, either to Company or to any maintenance agency nominated by the Company to provide maintenance/ administration services in the Said Project upon completion. In case of default in payment of the same, the applicable provisions shall apply. The Allottee(s) shall themselves be responsible for such default, and in the event of any non-performance by the Allottee(s); if the Company suffers any loss/damage, the Allottee(s) shall indemnify the Company of such loss/damages.

9.2 In order to provide necessary maintenance services, dedicated focus and transparent accounting and audit procedures, the Company may appoint, upon completion of the Said Premises hand over the maintenance of the Said Project to any, body corporate, association, firm etc., nominated by the Company, hereinafter referred to as "Maintenance Service Provider". The Allottee(s) hereby agrees to execute Tripartite Maintenance Agreement in the format prescribed by the Company and applicable to all the owners as well as all the unit holders in the Said Project. The execution of the **Maintenance Agreement** shall be the precedent to handing over the possession and sub lease/ conveyance/ sale/transfer of the Said Premises. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Services Provider from time to time. Refusal to execute the Maintenance Agreement by the Allottee(s) shall also entitle the Company to terminate this Agreement and forfeit the Earnest Money coupled with the cancellation of the Said Premises.

9.3 The security deposit for the water and electric connections is not included in the Consideration of the Said Premises determined herein and the same shall be paid by the Allottee(s) as and when demanded by the Company or Maintenance Agency or Maintenance Service Provider to which the Allottee(s) agrees and shall have no objection.

9.4 The Allottee(s) is aware that they are agrees to purchase the Said Premises in the Said Project on the specific understanding and undertaking by them that the right to use common facilities vested in company shall be subject to payment of maintenance charges as decided by the Company or Maintenance Service Providers. If these charges are not paid regularly by the Allottee(s), then Allottee(s) shall have no right to use common facilities etc.

9.5 The Allottee(s) shall permit the supervisors, agents of the Company or the said Maintenance Service Provider at all reasonable times to enter into the Said Premises for the

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purpose of inspection or repairing any part of the same premises and/or for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and conditions all services, machinery, appliances, equipment, fitments, ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc.

9.6 The Company shall have the first charge on the Said Premises for all its dues and other sums payable by the Allottee(s).

9.7 The relationship between the Company with the Maintenance Service Provider designated for the maintenance services shall be on principle to principle basis. The Company shall not be liable or responsible for any acts of commissions or omissions thereof on the part of the Maintenance Service Provider and/or any other agencies employed by the Maintenance Service Provider whether arising from the Maintenance Agreement or otherwise. The contract between Allottee(s) and Maintenance Service Provider shall be independent and enforceable against the Maintenance Service Provider only and the Allottee(s) hereby, shall not have the right to sue the Company for the breach of any terms or conditions and covenants of the Maintenance Agreement.

9.8 The maintenance, upkeep, repairs, security, landscaping and common area/ services etc. of the Building(s) in the said Project will be organized by the Company or may be handed over to the Maintenance Agency or such other agency/ body/company as the Company may think fit. The Allottee(s) shall pay maintenance charges which will be fixed by the Company or the Maintenance Agency appointed by the Company as stated above-from time to time depending upon the maintenance cost. The Allottee(s) will also be required to contribute Rs.____/- per Sq.ft. of the Super Area of the Facilities shop/Office Space per year towards a Reserve fund of the Company/ Maintenance Agency, to be utilized for major repairs, replacement of machinery and/or other requirement(s) of the building. Any delay in the payment will render the Allottee(s) liable to pay interest @18% per annum. The non-payment of any of the maintenance charges or such other dues within the time specified shall also withhold/restrict the Allottee(s) to the enjoyment of the common services including electricity, water, security, lifts and common area etc. The Allottee(s) understood that the maintenance rights of the said project shall perpetually vest in the Company and the Company in exercise of its discretion the Company shall appoint any body corporate and/or association and/or firm and/or agency as maintenance service provider. The Company further reserve its right to transfer its right to maintenance of the said project to any body corporate and/or association and/or firm and/or agency. In any case the said project will be maintained by the Company or any maintenance agency appointed by the Company and in any case the building shall not be maintained by any third party without prior written permission of the Company. It is made clear that in the event the building is maintained by the agency appointed by the Company, such agency shall only be responsible to the Allottee(s) for the common facilities and maintenance of the building.

9.10 In the event, the Allottee(s) fails to pay the maintenance charges, the Company/ agency appointed by the Company, at its sole discretion shall withdraw the common facilities provided to the said Allottee(s), after the expiry of 7 days (Seven days) from the date of notice of due payment, automatically without any further notice. Restoration of common facilities shall only be provided subject to payment thereof and such other charges for reconnection/re-installment. The Company shall not be responsible for any loss/damage if suffered by the Allottee(s) on account of withdrawing the common facilities.

9.11 if the Company or the maintenance service provider agency decides to apply for and thereafter receives permission from the electricity distributing authority/company/or from other competent body or authority constituted by the govt or state govt. to receive and distribute bulk supply of electricity in the said project, then the Allottee(s) undertakes to pay on demand to the Company/maintenance agency as the case may be proportionate share as may be determined of all the deposits and charges paid/payable by the Company/maintenance

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agency to the electricity dept/supplier/or any other statutory body of govt or any regulatory body failing which the same shall be treated as unpaid portion of the total sale price payable by the Allottee(s) for the said premises. The Allottee(s) further agrees that the Company or maintenance agency is entitled to withhold the electricity supply to the said premises until entire payment/dues are paid by the Allottee(s). further in case of bulk supply of electricity, the Allottee(s) agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee(s) right to apply for individual direct electrical supply connection from the electricity department utility or any other body or company responsible for supply of electric energy. The Allottee(s) further agrees to pay any increase/additional demand in the deposits, charges for bulk supply of electricity as may be demanded from time to time.

9.12 The Allottee(s) agrees that as and when any plant & machinery within the said project; as the case may be, including but not limited to lifts, escalators, DG sets, Electricity sub stations, pumps fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation addition etc. the cost thereof shall be met from the sinking fund which shall be payable by Allottee(s) @ Rs.....(Rupee.....Only) sq. Ft. per month of super area apart from monthly maintenance charges. If the said fund is found to be insufficient to meet the cost of the required for replacement/up gradation/addition etc. then shortfall shall be paid by the Allottee(s) of the said premises proportionately on pro rata basis. The company or maintenance agency shall have the authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee(s) agrees to abide the same.

10. NOMINATION:

10.1 The Allottee(s) shall have a mere contingent right to obtain Sub-Lease Deed/ Conveyance Deed for the Said Premises in the name of his nominee(s) subject to absolute discretion of the Company, granting or refusing such permission and also subject to the conditions/compliances as may be required to be fulfilled by the Allottee(s) with the Company, submitting of all requisite documents, payment of administrative charges as applicable for the time being as per policy of the Company and furnishing all such affidavits, undertakings, indemnity bonds and other documents as may be deemed necessary by the Company for granting such permissions.

10.2 Every such application for the substitution of the name of the nominee (s) of the Allottee(s) in his place shall not be entertained unless it is in writing in the format prescribed by the Company and accompanied by such administrative, transfer charges as may be applicable under the prevailing policy & transfer charges of the Company.

10.3 In the process of the nomination and/or transfer, if any tax, stamp duty or other levies are charged by the Government, it will be exclusive liability of the Allottee(s) and his nominees/transferees, jointly or severally.

10.4 The Allottee(s) in any case shall not assign/relinquish/transfer/mortgage, even by way of change in constitution, except with prior written permission of the Company, the said premises. Permission shall be granted by the Company only subject to payment of transfer charges, administrative charges and any other applicable charges, duty levies etc. However, it is categorically understood and agreed by the Allottee(s) that any nomination/transfer/assignment of allotted Facilities shop/Office Space are subject to conditions/restrictions, if any, imposed by any statutory authorities. Further the Allottee(s) agrees to bear solely all fees, charges and other expenses, stamp duty, registration charges which may be payable to the competent authorities on account of such nomination/transfer/assignment of Facilities shop/Office Space. In the event of any imposition

of such further instructions at any time after the date of application and/or agreement to restrict nomination/transfer/assignment of the allotted Facilities shop/Office Space by any statutory authority, the parties will have to comply with the same.

10.5 It is further agreed by the Allottee(s) that in the event of change in the name of the Allottee(s) (including addition/deletion) in the record of the company, the same shall be deemed as a transfer. The administrative charges for the transfer of the Facilities shop/Office Space amongst family members (husband/wife and own children/mother/father/brother/sister) will be 25% of the normal administrative charges. Claims, if any, between transferor and transferee will be settled between themselves i.e., transferor and transferee and the Company will not be a party to it.

10.6 That in case of death of the Allottee(s), the allotted Facilities shop/Office Space would be transferred to the legal heir(s) of the Allottee(s) on submission of the required documents, as per law.

11. STATUTORY COMPLIANCES AND OTHER OBLIGATIONS:

11.1 The allottee(s) shall make all endeavor to get this agreement registered as in accordance with law for the time being in force; without any delay or default if the registration becomes mandatory at any stage this agreement requires under any law or necessity; the Allottee(s) binds him-self and agrees to have the same shall be registered through the Company in its favour at its cost and expenses and keep the Company fully absolved and indemnified in this connection.

11.2 The Allottee(s) shall observe all the terms and conditions of this Agreement, Maintenance Agreement, the license governing the development of the Said Project and shall also abide by applicable laws, bye-laws, rules, regulations, policies made there under or by any other competent authority including but not limited to Noida Authority, Town & Country Planning, Government of UP., Pollution Dept., local bodies, state bodies and central bodies etc. The Allottee(s) shall further observe all the terms and conditions of the Lease Deed and/or sub-lease deed as well as agreed herein this agreement.

11.3 The Allottee(s) shall not use/cause to be used the Said Premises for any other purpose except the permissible use. The Allottee(s) undertakes that it shall not specifically use the Said Premises or suffer it to be used for any activity that is prohibited / irregular and/or any other activity that may be hazardous or cause nuisance.

11.4 It is abundantly made clear that in respect of all remittances/acquisitions/transfer of the Said Premises it shall be the sole responsibility of Non-Resident Indian/foreign nationals of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules, policies and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. All remittances shall be made by the Allottee(s) after statutory compliances. The Allottee(s) further undertakes to deposit TDS as in accordance of the applicable provisions of the Income Tax Act and furnish the TDS Certificate wherever, necessary and required to the Company.

11.5 It is clarified that in case the Said Premises is likely to be used for the business in which wet area is required the intention of the same must be given in writing to the Company at the time of execution of this Agreement. Otherwise the said premises shall not be used for said business. And it is further clarified that the Allottee(s) shall take prior consent of the Company for pan shop/cigarette shop/liquor shop/raw meat shop/hookah bar/etc.

11.6 The Allottee(s) agrees that the allotted Facilities shop /Office Space shall be used for IT/ITES (as the case may be) purposes only in consonance with public policy and safety norms;

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in any case the usage of the same cannot be altered or changed against the scheme of the said project as well as against the stipulated terms of the lease deed; without written Permission of the Company and/or competent authority. The Allottee(s) shall not make any addition/alteration in the Facilities shop/Office Space or Building without written permission of the Company and the concerned authorities or cause damage to or create nuisance in the Facilities shop/Office Space or Building in any manner whatsoever. All the necessary permissions from the concerned authorities will be obtained by the Allottee(s) directly at his own expenses. Further no damage or hazards will be caused/created/kept in the Facilities shop/Office Space, in any manner and all standards of safety, fire-fighting and insurance etc., notified by the Company/any Government Authority, will be observed by the Allottee(s). The Facilities shop/Office Space Buyer shall obtain of their own all such permissions/licenses/approvals and at his own cost, from such competent authorities necessary to carry on their business in the allotted Facilities shop/Office Space.

12. FORCE MAJEURE:

12.1 Force Majeure or Force Majeure Events shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in hereinafter, if it affects the performance by the Company of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Company, and (ii) the Company could not have prevented or overcome by exercise of due diligence and following reasonable care, and (iii) has material adverse effect on the Company.

(A) Non-Political Event shall mean one or more of the following acts or events:

- (i) Act of God, epidemic, pandemic, , extremely adverse weather conditions, alarming pollution levels, lighting, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Said Plot);
- (ii) lockdown, strikes or boycotts (other than those involving the Company, contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting development, construction work for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an accounting year, and not being an Indirect Political Event set forth;
- (iii) any delay or failure of an overseas contractor to deliver rolling stock or equipment in India if such delay or failure is caused outside India by any event specified in Sub-clause (i) above and which does not result in any offsetting compensation being payable to the Allottee by or on behalf of such contractor,
- (iv) any judgment or order of any court of competent jurisdiction or statutory authority made against the Company in any proceedings for reasons other than (i) failure of the Company to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of

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any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Allottee(s),

- (v) Any judgment or order of any court of competent jurisdiction or statutory authority made against the company or any general order to stop the construction activities due to any reason whatsoever.

(B) Indirect Political Event:

An Indirect Political Event shall mean one or more one or more of the following acts or events.

- (i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection terrorist or military action, civil commotion or politically motivated sabotage;
- (ii) industry-wide or State-wide strikes or Industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year,
- (iii) Any civil commotion, boycott or political agitation which prevents the Company from fulfilling his obligation to complete the Project for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (iv) any failure or delay of a contractor of Company to the extent caused by any indirect Political Event and which does not result in any offsetting compensation being payable to the Company by or on behalf of such contractor,
- (v) Any Indirect Political Event that causes a Non-Political Event; or
- (vi) Any event or circumstances of a nature analogous to any of the foregoing.

C. Political Event:

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (i) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of this Agreement and its effect, in financial terms, exceeds the sum of :10 Lac to the Project;
- (ii) Compulsory acquisition in national interest or expropriation of any Project or its land or part thereof or rights of the Company;

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- (iii) Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Company or any of the contractor of the Company to perform their respective obligations under this Agreement ; provided that such delay, modification, denial, refusal or revocation did not result from the Company or any of its contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- (iv) Any failure or delay of a contractor but only to the extent caused by another Political Event;
- (v) Any event or circumstance of a nature analogous to any of the foregoing.

12.2 CONSEQUENCES OF FORCE MAJEURE:

12.2.1 Upon the occurrence of any Force Majeure event, the Company shall inform the Allottee(s) in case such Force Majeure Event has material adverse effect on the completion of the Said Project. On occurring of such Force Majeure Event as stated under clause 12.1, the Company shall exclude such period along with reasonable time required to restart the construction activities on site; therefore the Company shall be entitled to a reasonable extension of time for completion and offer possession of the Said Premises. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if under the aforesaid circumstances beyond the control of the Company so warrant that the Company may suspend the project for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Allottee(s) for the period of suspension of scheme.

12.2.2. In case of cancellation/cessation of right acquired by the Company to develop the Said Project on account of Force Majeure Event and destruction of the construction, the Parties shall bear their damages/loss of respective investment subject to the Insurance of the Said Premises under Clause 23 of this Agreement i.e. advance Consideration paid by the Allottee(s) towards the Said Premises and investment made by the Company towards development of the Said Project;

12.2.3. In case of destruction of the construction to irreparable level the Company has the right to redevelop the Said Project.

13 TERMINATION & FORFEITURE:

It shall be incumbent on the Allottee(s) to comply with the terms of payment and/or other terms and conditions of this Agreement failing which the Company shall forfeit the Earnest Money for the Said Premises deposited by the Allottee(s) along with interest on delayed payment etc. and the allotment and this Agreement shall stand cancelled and the Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Premises. The Company shall thereafter be free to sell and/or deal with the Said Premises in any manner whatsoever at its sole discretion. The Company shall have the first lien and charge on the Said Premises for all its dues payable by the Allottee(s) to the Company. Without

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prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Allottee(s), provided the cancelled unit is not allotted to new applicant(s), if he is not making payments as per the payment plan but on the condition that the Allottee(s) shall pay to the Company interest which shall be charged after the due date as in accordance with rules and regulations of the act for the delayed period till the time the due amount is fully paid to the Company. In case the Allottee(s) if apply for restoration of his provisional allotment for its cancelled unit; in such a case, the company shall only grant restoration subject to payment of administrative charges payable towards restoration of provisional allotment for the said premises.

14. TIME IS THE ESSENCE OF THIS AGREEMENT:

Timely payments by the Allottee(s) shall be essence of this Agreement. If the Allottee(s) neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts due and payable by the Allottee(s) under the terms and conditions of this Agreement (Whether before or after the delivery of possession) or by respective due dates thereof or if the Allottee(s) in any other way fails to perform or observe any of the terms and conditions on his part herein contained or agreed to, the Company shall be entitled to cancel this Agreement and forfeit the Earnest Money and if possession has been handed over, then to re-enter and resume possession of the Said Premises and everything whatsoever contained therein. The Allottee(s) hereby agrees to forfeit all his rights/interests/title in the Said Premises and the Allottee(s)/any other occupant of the Said Premises shall also be liable to immediate ejection as a trespasser. This is without prejudice to any other rights available to the Company against the Allottee(s).

15. GENERAL CLAUSES

15.1 The obligations undertaken by the Allottee(s) in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity charges shall be conditions that run with the Said Premises irrespective of own/any other occupant of the Said Premises for the time being and they shall survive the Sub Lease Deed/ Conveyance Deed/ Sale Deed of the Said Premises to the Allottee(s) and be binding on the subsequent transfers, successors in interest and/ or other persons claiming under them in future and no owner for the time being of the Said Premises shall be entitled to put up the defense of non-disclosure or lack of knowledge of such conditions at any time henceforth. The Allottee(s) hereby agrees that appropriate recitals to this effect may be incorporated in the Conveyance Deed.

15.2 Adequate firefighting equipment as may be required inside the Said Premises shall be installed by the Allottee(s) at his own cost.

15.3 The Allottee(s) shall get his complete address, email, mobile number and other contact details registered with the Company at the time of booking and signing of this Agreement. It shall be the Allottee(s)'s responsibility to inform the Company by Registered A.D. about any subsequent changes, if any, in the address, failing which, all demand notices and letters posted at their earlier address will be deemed to have been received by the Allottee(s) within the time ordinarily taken by such communication. The Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.

15.4 In case there are joint allottee(s), all communication shall be sent by the Company to the Allottee whose name appears first and at the address given by them for mailing and which shall for all the purposes be deemed to have been served on all the Allottee(s) and no separate communication shall be necessary to the other Allottee(s).

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15.5 In all such communication the reference of the booking of the Said Premises must be mentioned clearly.

15.6 That the Allottee(s) agrees and undertakes that he shall not at any time before or after taking possession of Said Premises have any right to object to the Company in constructing or continuing with the construction of other building structures in the Said Project or putting up additional floors to the building in the Said Project or otherwise in the Said Project.

15.7 That the delay or indulgence by the Company in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee(s) shall not be constructed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Company.

15.8 It is agreed by and between the Parties that unless a sub-lease deed/conveyance deed/transfer deed is executed and registered, the Company shall continue to have absolute authority over the Said Premises and all amounts paid by the Allottee (s) under this Agreement shall merely be a token payment for purchase of the Said Premises and shall not give him any lien or interest on the Said Premises until he have complied with all the terms and conditions of this Agreement and a transfer document of the Said Premises have been executed and registered in his favour.

15.9 That prior to issuance of Welcome Letter, no transfer or change in the name of the applicant(s) shall be permitted. After issuance of Welcome Letter, transfer will be allowed only after 40% of the total sale price shall be received from the Allottee(s) along with the payment of administrative charges, if any.

16. MORTGAGE & FINANCE:

The Allottee(s) may with the prior consent of the Company, in writing, and other competent authorities to get the loan/finance for said premises and mortgage or charge the Said Premises(s) to such bank/financial institution/government authority or any other person(s) as may be permitted by the Company provided that in the event of sale or foreclosure of the mortgaged Said Premises, the remaining payment under this Agreement shall have priority over the said mortgage or charge as the case may be.

17. WAIVER:

There shall be no waiver of the rights available herein to the Company, its nominee(s) or the Maintenance Service Provider. Any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other previous rights or remedies or of the right thereafter to enforce each and every provision. Upon possession (Proprietary or otherwise) of the Said Premises being taken by Allottee(s), the Allottee(s) shall have no claim against the Company with regard to any item or work, quality of work, materials, installations, etc. in the Said Premises or on any ground whatsoever and all such claims, if any, shall be deemed to have been waived. All complaints that the Allottee(s) may have with respect to the Said Premises should first be resolved by the Allottee(s) with the Company before taking over the possession of the Said Premises.

18. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonably

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consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the parties herein.

19. INDEMNITY:

The Allottee(s) hereby indemnifies and undertakes to keep the Company, its nominees, the said Maintenance Service Provider and its officers/ employees as well as the other occupants/owners of the Said Project fully indemnified and harmless from and against all the consequences of breach by the Allottee(s) of any of the terms and conditions of this Agreement or any law for the time in force as also of any of its representations of warranties not being found to be true at any point of time, including any actions, suits, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Allottee(s) hereby accepts and acknowledges that this indemnity would cover all acts of commissions and omissions on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee(s).

20. GOVERNING LAW:

The Agreement shall be governed by and construed in accordance with the laws in India.

21. ARBITRATION & JURISDICTION:

All or any dispute arising out of or touching upon or in relation to the terms of the Application Form/this Agreement or its termination, including the interpretation and validity 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. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act(as amended) or any statutory amendments, modifications thereof for the time being in force. The Arbitration Proceedings shall be held by a Sole Arbitrator who shall be appointed by the Company. The Allottee(s) hereby confirms that they shall have no objection to the appointment of the Sole Arbitrator nor will they challenge his/her appointment on grounds of biasness or partiality. However, the Company assures that such Arbitrator shall be independent and impartial. The Arbitration proceeding shall be held at New Delhi and the Courts at Noida/Judicature of Allahabad High Court shall, to the specific exclusion of all other courts, have the jurisdiction in all matters arising out of/or concerning the Application Form/this Agreement, regardless of the place of execution of this Agreement.

22. SURVIVAL:

The termination of this Agreement shall:

(a) not relieve the Company or the Allottee(s), as the case may be, of any obligations herein which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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23. INSURANCE:

The Company shall have right to procure appropriate insurance policy, though not bound, get the construction of Project during the construction period and amenities attached to a Said Premises, facilities insured at the cost of Allottee and recover it from the Allottee.

24. THIRD PARTIES:

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

25. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon, and only for the benefit of the Parties and their respective successors and permitted assigns.

26. COUNTERPARTS:

This Agreement may be executed in two counterparts, and the Company shall retain the first and send the second executed copy to the Allottee(s) for his/her/their reference and record. Each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESSES WHEREOF the parties hereto have hereunto and to duplicate copies, all original are set and subscribed in their respective hands at places and on the day, month and year mentioned under their respective signatures.

We hereby accept the terms and conditions mentioned herein above.

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