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ALLOTMENT CUM BUILDER BUYER AGREEMENT

THIS AGREEMENT is made and executed at Noida on this day of between **M/s NEWTECH SHELTERS PVT. LTD.**, a private limited Company duly constituted under the Company's Act 1956 and having its Registered Office at **Regd.Office:Unit 219, S/F, Vasundhara Enclave, Plot No.1, Vardhman Sunrise Plaza LSC, Delhi - 110096** hereinafter called a **COMPANY** which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, successors, assigns and legal representatives) of the **FIRST PART**

AND

I FOR INDIVIDUALS / JOINT PURCHASERES

a

b

(hereinafter singly/jointly, as the case may be, referred to as 'ALLOTTEE/S' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and permitted assigns of the OTHER PART)

FOR PARTNERSHIP FIRMS

** M/s_____ a partnership firm duly registered under the Partnership Act through its partner authorized by resolution dated _____Sh/Smt _____ hereinafter referred to as the "ALLOTTEE" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the OTHER PART. AND WHEREAS the Partnership Firm is competent to enter into this Agreement

FOR COMPANIES

M/s_____ a Company registered under the Companies Act. 1956, having its registered office at _____ through its duly authorized signatory Sh./Smt. _____ Authorized by Board Resolution hereinafter referred to as the "**ALLOTTEE**" which expression shall unless repugnant to the context or meaning thereof, be deemed to be its heirs, executors, Administrators, successors and permitted assigns) of the '**OTHER PART**'

COMPANY'S REPRESENTATION

WHEREAS The Company has purchased the commercial land (approx 2931 sq. mtr.) falling in Commercial Plot No. C-3(C) situated in the township know as "**Crossings Republik**", Dundaheera, Ghaziabad (U.P.), for commercial use (hereinafter referred to as the said plot from Crossing Infrastructure Pvt. Ltd. Unit No. 102, First Floor, V4-Tower, Plot No. 14, Community Centre, Karkardooma, Delhi-92, hereinafter referred to as CIPL (**vide Sale Deed dated 09/04/2013, Registration No. 2939, Bahi No. 1 Jild No. 10907, entered on pages 75-572 and Registered in the office of Sub-Registrar-I, Ghaziabad**), who is the developer and licensee to set up and develop the said township. Under the leadership of CIPL consortium was formed by registered agreement consisting of various constituent companies who purchased several peaces of land in village Dundaheera, Tehsil District Ghaziabad. The detail project report (DPR) of the said township has been sanctioned by the Ghaziabad Development Authority.

WHEREAS the ALLOTTEE has fully satisfied himself as to the title of the Company over the plot of land, tentative building plans and other documents related to the title, competency and other relevant details and has read the contents, terms and conditions of the sanction documents issued by GDA in favour of M/s Crossings Infrastructure Pvt. Ltd who in turn transferred the rights to the Company.

WHEREAS the Company has represented to the Allottee that it shall construct/develop the building in accordance with the sanctioned plan and provisions issued by GDA and the company is entitled to sell/transfer/allot commercial/office spaces, studio apartments in the said complex without any fetter(s) or restriction(s). The Allottee has seen such plan. Designs, specification and information and approved the same and has also agreed that the company may make such variation, addition, alteration and modification therein as deemed fit/ proper or as may be required to be done by GDA, Municipal Authority or any other competent authority.

ALLOTTEE'S REPRESENTATION

WHERE the ALLOTTEE is desirous of purchasing the space/unit No. situated on Floor in the said Complex admeasuring sq.ft. Super Area approx. (hereinafter referred to as the said space) to be used for commercial purpose only.

AND WHEREAS the ALLOTTEE has conformed to the Company that he/she is entering into this Agreement with full knowledge of all the laws, bye-laws, rules, rules, regulations, notifications etc. applicable to the said complex and the terms and conditions contained in the Agreement and has understood his/her rights, duties, obligations thereof.

AND WHEREAS the Company has agreed to sell/transfer/alienate and the ALLOTTEE has agreed to purchase the aforesaid area from the Company on the terms and conditions and for consideration hereinafter reserved.

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

1. The payment will be made by the Allottee(s) to the Company as per his/her/their Payment Plans CLP, FLEXI, DP as selected by them and as detailed below:

PAYMENT PLAN

Construction Linked Payment Plan:

On application for Booking	10%
Within 45 days from Allotment	10%
On Excavation	10%
On Casting of Lower Ground floor	15%
On Casting of 1st floor	15%
On Casting of 3rd floor	15%
On Casting of top floor	15%
On Internal Plaster	5% + 50% of Other Charges
At the time of notice for possession	5% + 50% of Other Charges

Flexi Payment Plan:

On application for Booking	10%
Within 45 days from Allotment	40%
On Casting of Lower Ground floor	10%
On Casting of 1st floor	10%
On Casting of 3rd floor	10%
On Casting of top floor	10%
On Internal Plaster	5% + 50% of Other Charges
At the time of notice for possession	5% + 50% of Other Charges

Down Payment Plan:

On application for booking	10%
Within 60 days from Allotment	85%
At the time of Notice for possession	5% + Other Charges

2. The Allottee(s) has/have selected the aforesaid Payment Plan- CLP ☐ , FLEXI ☐ , DP ☐

(Strike out whichever is not applicable)

THE ALLOTMENT

1. The ALLOTTEE hereby is allotted Space/Unit No on floor of the Commercial Complex called **Newtech La Gracia** at **Plot No.C-3, Crossings Republik, Dundahera, Ghaziabad,(U.P).** measuring approx Sq.ft super area (which hereinafter referred to as the said Space) for a basic cost of Rs..... (**Rupees Only**), @ Rs. per Sq.ft

Preferential Location Charges

S.No.	PLC Name	Amount(Rs.)
1		
	Total(Rs.)	

Other Charges Payable

S.No.	Other Charges	Amount(Rs.)
1		
2		
3		
4		
5		
6		
Total(Rs.)		

IFMS

S.No.	Charges Name	Discription	Amount(Rs.)
1			

2. SALE CONSIDERATION

PAYMENT PLAN (For Detail please refer Annexure)

Flexi Payment Plan

S.No.	Receipt No.	Receipt Date	Mode of Payment	Cheque No.	Cheque Date	Amount(Rs)
1						
2						
3						
4						
5						
6						
7						
Total						

CONDITIONS OF ALLOTMENT

3. The rate agreed in this Agreement is for the unfurnished/unfinished condition of the said Space and for finished condition in the common areas. Flooring, partitioning, false ceiling, ducting etc. in the said space shall be done by the Allottees at his/her own cost.

4. The Allottees understands and agrees that this Agreement does not entitle the Allottee to any covered car parking space in the said complex unless provided in the Agreement.

5. The price of the space as settled in terms of this Agreement has been agreed to by the Company keeping in view the various timely payments which are to be made by the Allottee as detailed in this Agreement and also the promise by Allottee to properly discharge the obligations cast on the Allottee. Time of making the payments as per payment plan is the essence of this Agreement.

6. All communications/notices to be served on the Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served within 5 days of such posting if sent to the Allottee or the Company by pre-paid Registered Acknowledgement Due post at Their Respective addresses specified below:

In case of Company

M/s **NEWTECH** **SHELTERS** **PVT.** **LTD.**

In case of Allottee

The allottee(s) shall give his/her/their complete address to the company at the time of booking for all communications and it shall be his/her own responsibility to inform the company by registered A/D letter/Courier about all subsequent changes, if any, in his/her address, failing which, all demand letter/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the allottee(s) shall be responsible for any default in payment and other consequences that might there from.

7. In the case there are Joint Allottees, all communications shall be sent by the Company to the Allottee whose name appears first OR at the address given by him/her which shall for all purposes be considered as served on all the Allottees.

COMPLETION AND POSSESSION OF PROJECT

8. The Company shall complete development/construction of the Project with a period of 20 months from the date of signing of agreement which may vary for \pm 6 months, That the Company shall not be held responsible or liable for not performing or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by act of God, Fire, Storm, Flood, Explosion, War, Riot, Terrorist acts, sabotage, court cases, injunctions whether similar or dissimilar to the foregoing, not within reasonable control of the Company. The completion date is subject to force majeure condition. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of force majeure condition and the Company shall be entitled to a reasonable extension of time for delivery of possession of the project/complex to the Allottee.

(I) That a written intimation for completion of project will be sent to the intending allottee(s) and a "Fit-Out Period" of one month will commence from the date of offer of possession. The said Fit-out Period" is in order to facilitate the intending allottee(s) to communicate the exact date by which he/she/they will be taking physical possession of his/her/their own shop/space after complying with requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sale Deed etc.

(II) In case the intending Allottee(s) fails to take possession within given "fit-out period". He/she/they will be charged penalty @ Rs. 100/- per day for delayed first month and @ Rs. 200/- per day for delayed second month from the date of expiry of "Fit-out period".

SUPER AREA / COVERED AREA / CARPET AREA

9. (a) The rate per sq. ft. is for the Super Area. Super Area means and includes the area under periphery walls and half the area under common walls between two Commercial Spaces and the proportionate area under common spaces like Corridors, Entrance Lobbies, Staircases, Lifts, Circulation Area, Common Toilets, Projection etc. it also includes the proportionate area under Electric Transformer Room (sub-station) Generator Room, Security and Fire Fighting Equipment Room, Fire Control Room, Fire Fighting Water Tank, Electrical, Plumbing and Fire shafts, Overhead Water Tanks, Pump Room, Maintenance and Service Rooms etc. the Allottee agrees that the Super Area as calculated by the company shall be acceptable, final and binding and shall not be disputed by the Allottee.

(b) It is made clear by the Company and the Allottee agrees that the sale price of the said space shall be calculated on the basis of its Super Area and that the super area stated in this Agreement is tentative and is subject to change till the construction of the said complex is complete and it shall be confirmed by the Company after the construction of the said complex is complete and occupation certificate is granted by the competent authority. The total price payable for the said space shall be recalculated upon confirmation by the Company of the final super area of the said space and any increase or reduction in the super area of the said space shall be payable or refunded as the case may be, without any interest. If there shall be an increase in super area, the Allottee agrees and undertakes to pay for the increase in super area immediately on demand by the Company from the final installment.

(c) Common Area shall mean all such areas of the said complex, the Allottee shall use by sharing with other occupants of the said complex including entrance canopy and lobby, atrium, corridor, circulation areas and passages, security fire control room(s) if provided, lift shafts, all electrical, plumbing and fire shafts on all floor and rooms, if any, staircases, mummies, lift machine room, water tanks, gate posts, the entire service areas in the basement including but not limited to electrical sub-station, transformers, DG set rooms, underground water and other storage tanks, pump rooms, maintenance rooms, fan rooms and other service rooms etc.

(d) Though the Allottee has been charged on super area basis, but the right of ownership stands restricted only to the covered area on the said space/unit sold to him and Allottee has been given right to use the common areas/facilities in terms of this Agreement. The Allottee further agrees not to intervene into the right of the Company/maintenance agency in maintaining the covered area facilities/vacant area of the said complex and also not cause any obstruction in the said common areas/facilities.

RESIDUARY RIGHT WITH THE COMPANY

10. (a) That the Company has the right to make addition, raise additional storeys or put up additional structure as may be permitted by GDA and other competent authority and such additional structures and storey shall be sole property of the Company who will be entitled to dispose it off in any way without any interference from the Allottee/s. the Company shall be entitled to connect the electric, water, sanitary and drainage fitting on the additional structure/storeys with the existing electric, water, sanitary and drainage sources but at its own cost. Further, the basement and the terrace of the building including the parapet walls, shall always be the property of the Company who shall be entitled to use the same for all purposes including the display of advertisement and signboards or open air restaurant, cinema or any other use. The company will always have right of easement to the roof, parapet walls and to the basement etc.

(b) The Allottee hereby agrees that in case after the completion of the complex, if any construction on the said plot or the building becomes permissible (extended FAR etc.), the Company alone shall have the right to such additional constructions and Allottee shall not have any right therein, whatsoever.

PAYMENT FOR OTHER FACILITIES / AMENITIES

11. The Allottee has agreed that the above mentioned prices does not include the cost of individual water connection and electric service connection charges for which the Allottee will be liable to pay his share of the costs. The amount as apportioned by the Company shall be paid by the Allottee within a period of 15 days from such demand. It is also understood and agreed that the cost of all electrical fittings and fixtures, including but not limited to electric meters etc., will be borne and paid by the Allottee.

12. Fire Fighting equipment shall be provided in accordance with the National building Code and any other law currently in force and applicable to such commercial complex for which the Allottee shall pay separate charges to the Company on pro-rata basis at the rate specified in demand letter. However, if due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code additional fire safety measures are undertaken, then the Allottee agrees to pay on demand, the additional expenditure incurred thereon on pro rata basis, as determined by the Company

TIME IS THE ESSENCE

13. That 15% of the basic cost of the said space shall constitute as earnest money and in the event of Allottee's failure to pay to the Company the amount due in time as stipulated herein and/or as demanded by the Company in terms of this Agreement, the Company shall have the right to cancel this Agreement and in such a case the earnest money will stand forfeited and the Allottee shall be left with no lien, right, title, interest or claim of whatsoever nature in the said space. The amount(s), if any, paid over and above the earnest money shall be refunded to the Allottee by the Company after realizing the amounts of resale, without any interest or any compensation of whatsoever nature. The Company shall have the first lien and charge on the said space for all its dues and other sums payable by the Allottee to the Company under this Agreement.

PURCHASE NOT DEPENDENT UPON FINANCING CONTINGENCY

14. That the Allottee may obtain finance from any Financial Institution/Bank or any other source but the Allottee's obligation to purchase the said space pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not he has been able to obtain financing for the purpose of the said space.

SUBSTITUTION / TRANSFER

15. It is agreed between the parties that any substitution of the name of the Allottee shall require the prior approval of the Company in writing and the Company shall not withhold such permission and the same shall be granted to such terms and conditions which it shall impose, including payment of such substitution charges as the Company may determine from time to time.

(i) That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s),

before such change.

(ii) The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or Financial Institution in case the payment against the said shop/space was made by the Allottee(s) by raising funds/ loans against allotted shop/space as security from the bankers or financial institutions.

(iii) The substitution/change of name of the Allottee(s) will be done as per the applicable Law.

(iv) The prevailing administrative charges are Rs. 35,000/- and next will be Rs. 50,000/-, subject to change without any notice to the Allottee(s).

MAINTENANCE AND OTHER SERVICE CHARGES

16. At the time of possession, the Allottee will sign a Standard Maintenance Agreement with the Company or its nominee for the maintenance of the building and services. The maintenance charges payable by the Allottee/will be fixed by the maintenance agency on an estimated basis of the maintenance cost to be incurred for the forthcoming financial year. Maintenance charges would be levied from the date of possession letter. The estimates of the maintenance agency shall be final and binding on the Allottee/ the maintenance charges shall be recovered on such estimated basis on monthly/quarterly interval or as may be decided by the maintenance agency and adjusted against the actual audited expenses as determined at the end of financial year and any surplus deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. Any outstanding on account of maintenance charges shall constitute a distinct charge on the Allottee's said space.

17. That in order to secure due performance in paying promptly the maintenance bill and other charges as raised by the maintenance agency, the Allottee agrees to deposit an Interest Free Maintenance Security Deposit (IFMS) to the Company at the time of possession at the rate as communicated by the company. Upon the failure of the Allottee to pay the maintenance charge on or before the due date, the Allottee authorize the Company to adjust the first instance, the principal amount of the IFMS against such default. The Company reserves the right to increase the interest free maintenance security deposit from time to times in keeping with the increase in cost of the maintenance service and the Allottee agrees to pay such increase in the interest free maintenance security or make good the shortfall as aforesaid on or before the due date. If the Allottee sells the said space to some other party in that case the above mentioned interest free maintenance security (IFMS) would be transferred to the buyer of the said space on the same terms and conditions as stated above.

18. (a) The Allottee shall be liable to pay regularly maintenance and service charges for the upkeep, cleanliness and general maintenance of the building and for the consumption of electricity in the common areas to the Maintenance Agency which will be appointed by the Company.

(b) The Allottee shall be liable to pay for the replacement of Capital goods like generators, machinery, electrical equipments, cables, ducting, transformers, pumping sets, fire fighting equipments, water mains, toilets, ventilation equipments, lifts etc. at the rates as worked out / revised by the Company from time to time and would be final and binding on the Allottee.

(c) The rates and manner of payment of general maintenance charges will be determined by the Maintenance Agency so appointed by the Company.

(d) The Company would provide Power Back-up to the Allottee for which the Allottee shall pay a separate Interest Free Security Deposit to the company as decided by the company. The Company shall fix the rate of per unit Power Back-up charges consumed by the Allottee. The rates so fixed by the Company shall be final and binding on the Allottee. The power consumption from the power back-up used by the Allottee shall be recorded by way of separate meter installed for the said purpose and the Allottee shall also be liable to pay the cost of the said meter separately.

(e) That charges payable in terms of this Agreement would be payable by the Allottee, irrespective of the fact that during any period, the space is in use or occupation of the Allottee or not.

(f) The Allottee(s) agrees to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and/or shop(s) as the case may be, from the date of allotment of shop/space so long as the shop is not separately assessed or such taxes for the land/or building(s) tower(s), the same shall be payable and be paid by the allottee(s) in proportion to the area of his/her/their shop(s) such apportionment shall be made by the company or any other agency as appointed by the company, as the case may be, and the same shall be conclusive, final and binding upon the allottee(s).

(g) Further, if there is any Service Tax, Trade Tax, Metro Cess and additional levies, Rates, Taxes, Charges, Compensation to the Farmers, Government Cess and Fees etc. as assessed unpaid and attributable to the company as a consequence of Govt./BDA/Statutory or other local authority(s) order, the allottee(s) shall pay the same in their proportionate share, if any.

19. (a) The Allottee agrees and undertakes to pay his share of the cost of repairs and replacement of the building structure, flooring, plastering, electrical and sanitary fittings, fixtures, wiring, paneling, glazing etc. at any time or times, of the building in proportion to the space held by the Allottee, which may be required to be done in the building at any time or times, after the handing over of the possession to the Allottee. The decision of the Maintenance Agency, whether any repairs, replacements are required shall be final and binding.

(b) The Allottee agrees that the company or maintenance agency and their representatives, employees etc. shall be permitted at all reasonable time to enter into an upon the said unit for carrying out any repair, alterations cleaning etc., or for any other purpose in connection with the obligations and rights under their Agreement including for connections/ disconnection of the electricity and water and / or for repairing / changing wire gutters, pipes , drains, part structures etc. However, in case of urgency or exigency situation, the allottee(s) hereby authorizes the company or maintenance agency and their representatives, employees, etc. to break the lock, door, windows etc. of the unit to enter into the said unit in order to prevent any further damages/losses to the life/property in the said unit/ building/ Commercial complex and the allottee(s) hereby agree/s that the said action of the company or maintenance agency and their representatives, employees etc. is fair and reasonable and undertakes to not to raise any objection to such action.

(c) That the structure of the said commercial complex building may be got insured against fire, riots and civil commotion, militant action etc. by the company or the maintenance agency on behalf of allottee(s) and the cost thereof shall be payable by allottee(s) as the part of the maintenance bill raised by maintenance agency, but contents inside each unit shall be insured by the allottee(s) at his/her/its own cost. The cost of insuring the commercial complex building structure shall be recovered from the allottee(s) as part of total maintenance charges and the allottee(s) hereby agree/s to pay the same. The allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of an unit or any part of the said commercial complex building or cause increased premium to be payable in respect thereof for which allottee(s) shall be solely responsible and liable.

USE AND OCCUPATION

20. The Allottee shall use the specific space sold to him in accordance with the terms of this agreement harmoniously with the other occupants of the building the Allottee shall have no right to use, affix or exhibit any name plates or any writings or any signage at the external façade of the building. The Company will have the rights to use the external portion or terrace of the building for publicity or such other purpose as may be deemed fit by the Company.

Right to passage or use of any common facilities is subject to timely payment of charges as detailed in the Maintenance Agreement, to be executed between the

parties hereto. In default of such payment, it shall not be open to Allottee to claim any right of passage or use of common facilities. The Allottee has further understood that if he / she commits any breach of any of the covenants herein, the Company will take course of action such as, but not limited to disconnection of Electricity. Water, power back-up, security, maintenance of common areas etc. until the breach is rectified and the Company/Maintenance Agency are assured that there will be no repetition of such breach.

21. It is assured and undertaken by the Allottee that he will not use the said space for the following purposes:

- i. Fresh Meat /Flesh/ Chicken or any other kind of non-vegetable shop.
- ii. Property Dealer / Real Estate agent / property consultant / Builders / Contractors on ground floor. However it may be opened on the first floor.
- iii. Storage of any chemical / hazardous material prone to fire / leakage.
- iv. Service Station of any kind of automobile.
- v. Dhaba / Restaurant on the main road facing ground floor shops.
- vi. Trading of building materials or any commodity which are required to be stacked outside the shop area.
- vii. Liquor shop
- viii. On ground floor dealers, travel agents shop.

USE AND PAYMENT OF ELECTRICITY CHARGES

22. It is understood that for all the Municipal Taxes such as property taxes, Scavenging Tax, Fire Tax, Education Cess etc, separate bills or demands are expected to be raised in the names of the Allottee but in the event of a joint bill for complete property, the Allottee would pay to the Company his/her share of such taxes in terms of rents or benefits received by the Allottee from the space sold to him/her. In case such taxes have to be paid through the Company a service charge of 5% (Five percent) on the amount payable shall be levied by the Company to meet the administrative expenses.

Single point electric connection will be taken for the Complex from service providers/UPPCL, or any other source and will be distributed through separate meters to all allottee(s) through prepaid system. Charges for installation of the electric meter and whole distribution system will be charged at the rate decided by the Company. And the same shall be given by the allottee(s) at the time of possession of the shop/space.

The Allottee(s) shall also pay to the company (or its nominee/agency as appointed by the company) CIPL or its nominated agencies such charges as may be determined for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and any such services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciation thereof until the same are handed over to the Government or Local Body for maintenance, in addition to maintenance charges and other charges.

COVEYANCE, OWNERSHIP, POSSESSION AND USE OF THE SPACE

23. That after the delivery of possession of the said space to the Allottee which has to be delivered upon complete payment as mentioned herein above, the Allottee shall be authorized to carry out necessary renovation and interior of the space to make it functional and suitable for its use at its own cost without disturbing the external façade of the said complex and without disturbing the common areas or the other facilities. It has been agreed that all the expenses relating to the execution, registration of the Sale Deeds including the expenses on the stamp duty, registration fee etc. shall be borne by the Allottee exclusively.

24. It has been represented by the Company that all the expenses towards EDC (External Development Charges) and other such similar charges, levies and taxes relating to construction of the said commercial complex shall be paid till the date of possession. However, arrears, if any on such account noticed in future relating to the period up to the date of possession or the registration of conveyance deed shall be borne by the company and thereafter by the Allottee. But any increase in the External Development Charges, Infrastructural Development Charges or any other charges which may be levied or imposed by the Government /or Statutory authorities subsequent of booking of the space shall be borne and paid by the Allottee on pro rata basis. If any provision of the existing and future law, guidelines, directions etc of any Govt. or Competent Authorities made applicable to such space/said complex requiring the company to provide Pollution Control Device, Effluent Treatment plant, water harvesting system etc in the said complex, then the cost of such additional devices, equipment etc shall be borne and paid by the Allottees in proportion to the area of his space to the total of all space in the complex, as and when demanded by the Company.

25. That in the event of Allottee's failure to take over possession of the space within 30 days from the date of completion having duly informed, the Company shall holding charges for the entire period of such delay, in addition the monthly maintenance charges as may be described in the maintenance agreement.

26. That the Allottee upon taking possession/ at the expiry of the time specified in the possession letter for the said space, shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed or for any other design, specification, building material s used or for any other reason whatsoever.

27. The Allottee has expressly understood that no verbal or written commitments, brochures or any advertisements form the basis of the Agreement except that what is reduced into writing in terms of this Agreement.

28. The Company will have the rights and privileges at all times before or after the Sale Deed to enter upon the area sold to the Allottee at all reasonable times for the purposes of inspection, repairs of any structures and/or for repairing, laying or relaying any electric cables, pipe lines, water lines etc. which may be passing or pass through the space sold to the Allottee and in the opinion of the Company are required to be repaired or re-done in the general interest and for proper use and enjoyment of the building as well as for the structural stability of the complex building.

29. It is hereby agreed that the Allottee will not be entitled to delay any payments due to the Company under the terms of this Agreement because of the Allottee having raised any query due to any matters touching this Agreement or due to any other reason whatsoever.

30. The Allottee hereby agrees to keep and maintain the sold space, its periphery walls and partition walls, brick walls, structural parts supporting the upper parts of the building and sewers, drains, pipes and appurtenances thereto or belonging thereto in the same good tenantable repair, state, order and condition in which it would be delivered to him and more particularly so as to support, shelter and protect the parts of the building including spaces other than that sold to the Allottees.

31. That Air-conditioners, Air Coolers, Exhaust Fans etc. cannot be permitted to be fixed at any place in the complex in a manner by which it would be visible from outside of the complex nor shall the Allottee fix anything like chicks, screens etc. on the outside of the windows which would be visible from outside.

32. That the charges payable in terms of this Agreement would be payable by the Allottee irrespective of the fact, whether during any period, the said space is in the use or occupation of the Allottee or not.

INSURANCE

33. That Insurance Premium of the building as and when it is insured, will be paid by the Allottee in proportion to the area held by the Allottee along with the service charges of the proportionate amount of the total Insurance Premium. This is only an additional service which may be provided by the Company but the Company shall in no way be liable or held responsible for any claims or damages which may arise due to any reason whatsoever in this behalf.

34. That the Allottee or his nominee(s) shall not be entitled to sell from and/or store any combustible or hazardous material in the space held by the Allottee. The Allottee shall not use the premises for any such purpose or permit the same to be used in a manner by which the rate of insurance of the building is raised by the Insurance Companies or which may render void or voidable the insurance of any part of the Complex. The Allottee agrees to keep the Company fully harmless and indemnified against any loss or damage occasioned to the Company by any such act of the Allottee.

COMPANY'S RIGHT TO RAISE FINANCES

35. That the Allottee hereby authorize and permit the company to raise finance/loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables or any other mode or manner by creating charge/mortgage of the said complex/building subject to the condition that the said space allotted shall be free from all encumbrances, liens and charge at the time of execution of the conveyance deed.

INDEMNIFICATION

36. That the Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay as agreed under this agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents, representatives and officers indemnified and harmless against any claims arising out of the non-observance and non performance of the of the said covenants and conditions by the Allottee and also against any loss or damage that the Company may suffer as a result of non-payment, non observance or non performance of the said covenants and conditions, except insofar as the same are to be observed and performed by the Company.

In case of delay in construction of the Complex/Space for reasons other than force majeure condition, the Developer shall pay a sum at the rate of Rs. 5/- (Rs. Five only) per sq. ft. of super area per month for the delayed period, which shall include of any/all damages, compensation, claims for delayed possession provided that all due installments from the concerned allottee(s) were received in time and he/she have complied with requisite formalities viz. obtaining NOC from the Accounts Department of the Company, Registration of Sale Deed etc .

37. The either party shall not infringe any of the building laws, bye-laws or rules and regulations of the government, electricity laws, bye-laws, rules and regulations of any of the civic bodies and shall indemnify each other against any penal action, damage, loss or costs caused by any such infringement.

FORCE MAJEURE

38. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided in this agreement if such performance is prevented, delayed or hindered by any act of God, Fire, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, court cases, action of labour unions or other similar cause not within the reasonable control of the Company. The Completion date is subject to force majeure conditions. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of force majeure condition and the Company shall be entitled to a reasonable extension of time for delivery of possession of the project/complex to the Allottee.

MODE OF COMMUNICATION / NOTICE

DELAYED PAYMENTS AND ACCEPTANCE THEREOF

39. *It is clearly understood and agreed by the Allottee that it shall not be obligatory on the part of the Company to send demands or notices or reminders regarding the payment to be made by the Allottee as per mode/schedule of payment. The Company may in its sole discretion waive any breach of the Agreement committed by the Allottee on the condition that the Company will be entitled to charge interest@2% per month compounded every three months in the event of delay of the payments in respect of the amounts becoming due in terms of this Agreement for the period of delay and such other penalties as the Company may impose.*

MISCELLANEOUS

40. The Allottee if resident of India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendments(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. whenever there is change in residential status of the Allottee subsequent to the signing of this Agreement it shall be sole responsibility of the Allottee to intimate the same in writing to the Company immediately.

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

42. It is clearly understood and agreed by and between parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said premises/space shall be equally applicable to and enforceable against any and all occupiers and/or subsequent purchasers of the said premises.

43. This Agreement is the only Agreement touching upon the purchase of the said space by the Allottee and supersedes any other agreement or arrangement whether written or oral, if any, between the parties and variation in any of the terms thereof, except under signature of the Director of the Company, shall not be binding on the Company.

44. The Allottee agrees that no lien or encumbrance shall arise against the said space as a result of this Agreement or any money deposited hereunder by the Allottee.

45. The right and obligations of the parties under or arising out of this Agreement shall be constructed and enforced with and in accordance with the laws of India.

ARBITRATION AND COURT JURISDICTION

46. That the all or any disputes arising out of or touching upon or in relation to the terms of this agreement including the interpretation and validity of the term thereof and the respective rights and obligations of the parties shall be settled amicably or by mutual discussion failing which the same settled through arbitration. The Managing Director of the company or his/her nominee shall act as Arbitrator and the buyer(s) shall be bound by the decision of the arbitrator. The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modification thereof for the time being in force. The Arbitration Proceeding shall be held at an appropriate location in New Delhi/Delhi. Subject to the arbitration as a referred above, the courts at New

Delhi shall have the exclusive jurisdiction in all the matters arising out of/ or touching upon and / or in connection with this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE AND PLACE FIRST MENTIONED HEREIN ABOVE, IN THE PRESENCE OF THE FOLLOWING WITNESSES.

For **NEWTECH SHELTERS PVT. LTD.**

DIRECTOR/Authorised Signatory

WITNESSES

1.

2.

ALLOTTEE(S)

Company

**Allottee(s
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