

IMPORTANT INSTRUCTIONS TO THE BUYER(S)

Anyone desiring to purchase a Unit will be required to execute two (2) copies of the Builder Buyer Agreement for each Unit desired to be purchased. The Builder Buyer Agreement sets forth in detail the terms and conditions of sale with respect to the Unit and should be read carefully by each Buyer. Signed Builder Buyer Agreement will not be accepted from Buyer for three consecutive business days following the Buyer's receipt of the copies of the Builder Buyer Agreement along with all its annexure as attached therewith. The Builder expects that during the time given, ie. three consecutive business days from the receipt of the copies of the Builder Buyer's Agreement, the Buyer shall have read each and all clauses of this Agreement carefully, understood the legal implications thereof, understood his/her obligations and liabilities and the Builder's obligations and limitations as set forth in the Builder Buyer Agreement.

As the Builder Buyer Agreement is a legal document, the Builder advises the Buyer to take advice of competent legal counsel/advocate to interpret the provisions of the Builder Buyer Agreement. The Buyer shall, thereafter, if he/she so decides to enter into the Builder Buyer Agreement, execute and deliver to the Builder, within thirty (30) days from the date of receipt from the Builder, both copies of the Builder Buyer Agreement together with all Annexure, together with amounts due and payable as set forth in the schedule of payments. If the Buyer (s) fails to execute and deliver to the Builder, the Builder Buyer Agreement in its original form duly signed within thirty (30) days from the date of dispatch by registered post or receipt by hand of Builder Buyer Agreement by the Builder, then the application of the Buyer shall be treated as cancelled and the earnest money paid by the Buyer shall stand forfeited without any notice or reminders and the Buyer (s) shall be left with no right whatsoever in the Unit provisionally booked by the Buyer.

The Builder Buyer Agreement will not be binding on the Builder until executed by the Builder through its authorized signatory. The Builder will have the option at its sole discretion to either accept or reject the signed Builder Buyer Agreement within thirty (30) days after receiving the same from the Buyer. If the Builder decides to accept the Builder Buyer Agreement, then the original signed copy of the builder Buyer Agreement shall be delivered to the Buyer for his/her reference record and the copy thereof shall be retained by the Builder. If the Builder Buyer Agreement is not executed by the Builder and a copy is not dispatched by registered post or delivered in person to the Buyer within thirty days from the date of its receipt from the Buyer by the Builder then the application and the Builder Buyer Agreement shall be deemed to have been rejected by the Builder and all sums deposited by the Buyer in connection therewith shall be refunded without any interest or compensation whatsoever and the Buyer(s) shall be left with no right whatsoever in the Unit provisionally booked by the Buyer.

The Builder reserves right to request thorough identification, financial and other information as it may so desire concerning any Buyer. The Builder shall reject and refuse to execute any Builder Buyer Agreement wherein the Buyer has made any corrections / cancellations / alterations / modifications. The Builder reserves the right to reject any Builder Buyer Agreement executed by any Buyer without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Builder Buyer Agreement or Builder Buyer Agreements as the case may be for one or more Units, to any person or entity and the decision of the Builder shall be final and binding. I/We confirm that I/We have read and understood the above instructions and each and all clauses of the Builder Buyer Agreement, its annexures etc. and I/We now execute the Builder Buyer Agreement being fully conscious of my/our rights and obligations and limitations of the Builder and undertake to faithfully abide by all the terms and conditions of the Builder Buyer Agreement.

INSTRUCTIONS FOR EXECUTION OF THE BUILDER BUYER'S AGREEMENT:

- 1) Kindly sign along with joint Buyers, if any, at the end of each page specified by the word (Buyer (s)) in the Agreement including all annexure/s.
- 2) Kindly paste at the place provided, colour photographs including of joint Buyer and sign across the photographs.
- 3) All the two signed copies of the Builder Buyer Agreement with all the annexure/s in its original form shall be returned to the Builder by registered post (AD)/hand delivery only within the time stipulated.
- 4) Witnesses signatures to be done only on the last page of agreement specified therein.

For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)

“EMBARK PLAZA”

At Plot No. CS-03, GH-1, Sector-4, Greater Noida, District-Gautam Budh Nagar (U.P.)

BUILDER BUYER AGREEMENT

AGREEMENT made at New Delhi on this _____ day of _____

BETWEEN

M/s. K2N Infra India Private Limited., a company duly constituted and registered under Companies Act, 1956, having its registered office at 909, RG Trade Tower, Netaji Subhash Place, New Delhi-110034 with Corp office at B-113, Sector-64, Noida-201301 through its duly Authorized Signatory MR.....S/o.....R/o.....board resolution (hereinafter referred to as the “Builder” which expression shall unless repugnant to the context or meaning thereof, be deemed to include its authorize signatories, successors, in interest and permitted assigns) of the FIRST PART.

AND

MR. xyz

S/o. xyz

PAN NO :

Address

(Hereinafter singly/ jointly, as the case may be, referred to as the ‘BUYER’ which expression shall unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns) of the OTHER PART.

BUILDER'S REPRESENTATIONS

A. Whereas M/S Surdeep Infra Projects Pvt. Ltd. has acquired right, title and interest for establishing commercial complex in land admeasuring 2000 Sq. Mtrs. Approx. at CS-03, GH-1, Sector-4, Greater Noida, District-Gautam Budh Nagar (U.P.) from Gaursons Hi Tech Infrastructure Pvt. Ltd. Originally by Greater Noida Industrial Development Authority hereinafter referred to as (GNIDA) and vide Lease Deed dated 06-12-2017 the possession of the Plot has been handed over to the M/s Surdeep Infra Projects Pvt. Ltd and it has authorized M/s. K2N Infra India Private Limited (hereinafter called as “Builder”), to develop and Marketing right in the above said land by executing the necessary documents in this regard. And K2N Infra India Pvt. Ltd. has exclusive right to execute all customer related documents with prospective buyer.

B. Whereas the builder is duly authorized to develop/ build the commercial complex at Plot bearing No. CS-03, GH-1, Sector-4, Greater Noida, District-Gautam Budh Nagar (U.P.) duly acquired and allotted by Greater Noida Industrial Development Authority hereinafter referred to as (GNIDA) for the purpose of setting up an urban and industrial township, which is an integrated self-contained development to ensure high quality of life and social infrastructure.

C. Whereas the builder shall develop the said Plot of Land by constructing thereon a commercial complex known as “Embark Plaza” in accordance with the building plans and necessary permissions from the concerned government authorities. The builder is duly empowered for marketing to allot/ enter into agreement for sell/sublease and sell/sublease such units in the Complex.

D. The builder has specifically made it clear that the lay out plan/building plan of the “Embark Plaza” (hereinafter defined as the Complex), as is presently annexed hereto in annexure-I is tentative and is subject to approval of GNIDA/ concerned authority(ies) and the construction will commence only after receipt of all approvals. The builder may change the lay out plan/building plan at its sole discretion and/or the layout plan/building plan may also change due to any direction/condition imposed by GNIDA at any stage while approving the proposed tentative layout plan/building plan, which shall be binding on the buyer (hereinafter defined). The buyer hereby agrees that it shall not be necessary on the part of the builder to seek

For M/s. K2N Infra India Private Limited

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(Builder)**

Buyer(s)

consent of the buyer for the purpose of making any changes in the layout plan/building plan, builder may make such changes at its sole discretion and/or in order to comply with the direction/condition imposed by GNIDA. The layout plan/Building plan of the Said Complex/ as may be amended and approved from time to time shall supersede the tentative layout/building plan as given in annexure hereto and/or previously approved layout plan /building plan, as the case may be.

E. The tentative plans as given in annexure of this Agreement may have commercial buildings, other buildings, convenience shopping etc. as may be earmarked. However, this Agreement is confined and limited in its scope only to the sale of the Said Unit (hereinafter defined) in the Said complex. The buyer understands that the area of the Said Land or thereabout may be modified in future to the extent as may be required/desired by the builder in its sole discretion and the builder shall be free to carry out/develop it in any manner as it may deem fit and/or pursuant/consequent to any direction/approval by GNIDA.

BUYER'S REPRESENTATIONS

A. The buyer vide Application, has applied for allotment of the Said Unit.

B. The buyer has inspected the Said Land on which the Said complex is being developed including the present tentative layout plan (Annexure I), tentative building plan, tentative location plan, of the Said Land and all other documents pertaining to arrangement, competency and all other relevant details and the buyer has confirmed that the buyer is fully satisfied in all respects with regard to the right, title and interest of the builder in the Said Land on which the Said complex is being constructed and has understood all the limitations and obligations of the builder in respect thereof. The buyer confirms that the buyer does not require any further investigations in this regard and that the buyer is fully satisfied in all respects.

C. The buyer acknowledges that the builder has provided all the information and clarifications as requested by the buyer and that the buyer is fully satisfied with the same and the buyer has relied on his own judgment and investigation in deciding to purchase the Said Unit and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, (whether written or oral) made by the builder, or any selling agent/brokers or otherwise including but not limited to, any representations relating to the description or physical condition of the /Said Unit. No prior oral or written representations or statements except as mentioned in this Agreement shall be considered to be a part of this Agreement and that this Agreement is self-contained and complete in itself in all respects. In case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

D. The Buyer has seen, satisfied himself and accepted the plans, designs, specifications of the Building. The Buyer hereby agrees and understands that the Builder has a right to effect alterations/ additions/modifications/deletions in the layout building plans/ floor plans, designs and specifications etc. as the Builder may deem fit or as directed by the Competent Authority(ies). It is specifically clarified by the Builder and is agreed upon by the Buyer that the area as stated in this Agreement is only tentative and is subject to change till the construction of the said Building is complete in all respects. The final Super Area shall be confirmed by the Builder only after construction of the said Building is complete and Occupation Certificate/ Completion Certificate/ Statutory Approval by whatever name called (hereinafter referred to as the "Completion Certificate") is granted by the Competent Authority(ies). The Super Area for the said Unit shall be rechecked upon completion of the Building by the Builder and any increase or decrease in the Super Area of the said Unit shall be payable or refunded as the case may be without any interest at the same rate as agreed upon in Clause 1.1 hereto. If there shall be any increase in Super Area the Buyer agrees and undertakes to pay the same and also the maintenance security amount accordingly and immediately on demand by the Builder. If there is a reduction in the Super Area, then the refundable amount if any due to the Buyer shall be adjusted by the Builder in balance payments receivable in the succeeding month(s) after execution of this Agreement. The Buyer has agreed that there shall be no further investigations or objections by him/her in this regard and further that he/she is fully satisfied of the competency of the Builder to enter into this Agreement.

E. The Buyer has confirmed to the Builder that he/she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said complex "**Embark Plaza**" in general and the said Lease, said Building/said Unit in particular and the terms and conditions contained in this Agreement and that he/ she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)

F. The Builder, relying on the confirmations, representations and assurances of the Buyer to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/her application to allot the said Unit and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS the BUYER has agreed to the terms and conditions as set out in the Application for the allotment of a Unit details of which are given as under: -

UNIT DETAILS:-

UNIT NO: , BLOCK:

AREA: - per Sq Ft.

BASIC SALE: - .00/-

ADDITIONAL CHARGES: - 00.00/-

TOTAL SALE PRICE: - /-

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND

DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

It is agreed between the parties to this agreement that the terms incorporated in the Application for allotment shall be the part and parcel of this agreement.

1. Financial Terms

- 1.1** In accordance with the terms and conditions set out in this Agreement, mutually agreed upon by and between the parties, the Builder hereby agree to sell and the Buyer hereby agrees to purchase the said Unit along with undivided proportionate share in the land underneath the said Building in which the said Unit is located calculated in the ratio, which the saleable super area of the said Unit bears to the total saleable super area of all the Unit in the said Building in the complex known as “**EMBARK PLAZA**”.
- 1.2** The Buyer hereby agrees and confirm that the total price payable for the said Unit in accordance with Clause 1.1 above is exclusive of all taxes, duties, levies on the inputs/purchases of **the Builder i.e,** GST or any other tax levy by Govt. of India whatever name called in relation to the construction or sale of the said Unit or the building or any related or incidental activities. The cost of taxes mentioned above will be charged proportionately.
- 1.3** The buyer agrees to make the payments as per the payment plan opted in the application for allotment. The Buyer agrees that any payment towards EDC/IDC levied/leviable or any increase thereof by the Government or any other competent authority(ies) shall be paid by the Buyer.
- 1.4** The area of balconies / terraces/ open area / refuge area are allotted to the Buyer free of cost, for restricted use as advised by builder/fire and other Govt. agencies. The Buyer will have no right to claim the ownership of the same under this agreement. The same will be provided to the Buyer subject to convenience of the Builder. It is specifically clarified by the Builder and is agreed to by the Buyer that the Super Area as stated in this Agreement is tentative and is subject to change till construction of the said Building is complete in all respects. The revised Super Area, as may be determined by the Builder, shall be intimated to the Buyer by the Builder from time to time and such revised Super Area shall result in change in the total sale price. The final Super Area of the said Unit shall be confirmed by the Builder only upon completion of the construction of the said Building and grant of the occupation certificate by the competent authority(ies). If there shall be an increase in Super Area, the Buyer agrees and undertakes to pay for the increase in Super Area immediately on demand, as per intimation received from the Builder, and if there is reduction in the Super Area, then the refundable amount due to the Buyer shall be adjusted by the Builder from the final installment as set forth in the Schedule of Payments in application of the allotment. The final total price payable for the said Unit shall be calculated upon confirmation by the Builder of the final

For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)

Super Area of the said Unit and any increase or reduction in the Super Area of the said Unit shall be payable or refundable, as the case may be, without any interest, at the same rate per square feet as has been agreed upon in Clause (1.1) of this Agreement.

- 1.5** The definition of Super Area, on the date of execution of this Agreement is clearly described by the Builder in Annexure-II which forms part of this Agreement and is hereby accepted by the Buyer. The Buyer confirms that he/she has read, understood and agrees to this definition and that it has no objection to the same and the Buyer has assured the Builder that after having agreed to the definition of Super Area given in the Annexure-II as the basis for purchase and payment of price of the said Unit, Buyer shall not raise any dispute or make any claims etc. at a later date in this regard.
- 1.6** The Buyer has seen and accepted the plans, design, specifications which are tentative and the Buyer authorizes the Builder to effect suitable and necessary alterations/ modifications in the layout plan/building plans, designs and specifications as the Builder may deem fit or as directed by any competent authority(ies). However, in case of any major alterations/modification resulting in more than 5% change in the super area of Unit or material change in the specifications of the Unit, any time prior to and upon the grant of occupation/completion certificate, the Builder shall intimate to the Buyer in writing the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him/her and the Buyer agrees to inform the Builder in writing his/her consent or objection to the changes within thirty (30) days from the date of such notice failing which the Buyer shall be deemed to have given his full consent to all the alterations/ modification. If the Buyer writes to the Builder within thirty (30) days of the intimation by the Builder. Builder indicating his non-consent/objection to such alterations/modification resulting in more than 5% change in the Super Area, then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the Buyer without interest. The Buyer agrees that any increase or reduction in the Super Area of the Unit shall be payable or refundable (without any interest) at the rate per sq. ft. as mentioned in his application.
- 1.6.1** It is further clarified to the Buyer that the Builder has calculated the total sale price payable for the said Unit on the basis of its Super Area. The Builder make it abundantly clear to the Buyer that it shall be entitled to the sub-leasehold rights and rights of usage only as per details given below:
- (i) The Buyer shall have sub-leasehold rights of the said Unit consisting of the Super Area only. The definition of Super Area is given in Annexure-II. The builder has the first lease right in the sold unit to the Buyer.
 - (ii) The Buyer shall also have an undivided proportionate interest in the common areas and facilities within/outside the said Building only. the Common areas and facilities within the said Building only are for common use of all the occupants of the said Building as the interest of Buyer in the common areas and facilities is undivided and cannot be separated, this would require him to use the common areas and facilities within the said Building only harmoniously along with other occupants, users, maintenance staff etc., without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed upon by the Buyer that, the right of the Buyer to use the common areas and facilities within the said building shall always be subject to the timely payment of Operation/ Maintenance Charges. It is further made abundantly clear and the Buyer has understood that it shall be entitled to an undivided proportionate share in no other common areas and facilities except the common areas and facilities within the said building only.
 - (iii) In addition to above, though not forming a part of computation of Super Area for which the price is charged, the Buyer shall have the sub-leasehold rights of undivided proportionate share in the land underneath the said Building only except parking areas and basements (i.e. the land below the basements/ building which is the foot print of the said Building). The Builder hereby clarifies that the Buyer shall have no right, title and interest in the car parking area /in the basement or on the surface of the said Building, which may or may not have been allotted/sold/reserved by the Builder to any of the Buyer(s) and shall be dealt with by the Builder in its own discretion as it shall remain the absolute property of the Builder. The Buyer shall not raise any claim against car parking spaces/ in the basements or on the surface of the said Building owned and possessed by the Builder unless specifically allotted to the buyer. It is specifically made clear that the Builder may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved covered/open parking spaces. The undivided proportionate share of land underneath the said Building shall be calculated in the ratio of Super Area of the said Unit to the total Super Area of all the Units within the said Building only. It is made abundantly clear and agreed by the Buyer that no other land(s)/car parking Units is/are forming part of this Agreement.
 - (iv) It is made clear by the Builder and specifically understood by the Buyer that the Builder may in its sole discretion and / or any other applicable law for the time being in force or any other direction/s of the GNIDA or the other appropriate concerned authority substitute the method of calculating the proportionate share in the sub-leasehold rights of land beneath

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(Builder)**

Buyer(s)

the said building and/or common areas and facilitates as may be described by the Builder in its sole discretion in any declaration by calculating the same in the ratio of its Unit's value, to the total value of the said building/plot as the case may be, and that the Buyer agrees not to raise any objections in this regard. It is further made clear to the Buyer that the Buyer shall have no right, title or interest in the covered/open parking Units available to the visitors/other occupants/users in the said building on the payment of operation/maintenance charges and such parking Units shall be under the exclusive ownership of the Builder and shall be dealt with by the Builder at its own discretion as it may deem fit. It is specifically made clear that the Builder may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved covered/open parking Unit.

- (v) In addition to above though not forming a part of the computation of Super Area for which price is charged, the Buyer shall also be entitled to use only, the generally common areas and facilities within the said plot of land limited, which may be outside the land underneath the said Building earmarked as generally commonly used areas & facilities by all the occupants /users on the said plot of land.
- (vi) It is specifically clarified to the Buyer that this Agreement is specific and confined to the said Unit in the said complex named as "**Embark Plaza**" and all land(s) falling outside the periphery/boundary of the said plot of land are clearly outside the scope of this Agreement and the Buyer shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever. The Buyer confirms and represents that the Builder have not indicated/ promised/ represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Buyer shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the periphery/boundary of the said plot of land nor he/she has made any payment to the Builder for such lands, buildings, common areas, facilities and amenities falling outside the said plot of land.
- (vii) The building will have Power backup. For Units, provision will be made for per sq. ft. of Super Area. Power back up will be provided subject to timely payment of maintenance charges for stand by generators and shall be in addition to normal power back up for the common areas and common services within the said building. Any additional load if required by the Buyer will be charged extra. If The Buyer needs additional load for power back up, he has to confirm at the time of booking only. Maintenance charges towards power backup will be charged extra, as applicable from the date of offer of the possession. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the unit however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. and other items not specifically included which shall be got installed by allottee at his own cost.

1.7 The total sale price of the said Unit mentioned in the application for the allotment is inclusive of the cost of fire fighting equipment in the common areas within the said Building/said plot of land as prescribed in the fire fighting code/regulations under National Building Code of India, 2005. If due to any subsequent legislation/Govt. order, directives, guidelines or change/ amendments in Fire Code including the National Building Code or if deemed necessary by the Builder or any of its nominees at its sole discretion, additional fire safety measures are undertaken, then the Buyer undertakes to pay within thirty (30) days from the date of written demand by the Builder, the additional expenditure incurred thereon along with other Buyers proportionately to the Super Area of his/her Unit to the total Super Area of all the Unit in the said Building as determined by the Builder.

1.8 The builder will provide water connection in the building. If the buyer wants to have individual connection in their respective unit either from the corporation/concerned authority or from common toilets or from common water tank, he must obtain prior permission from the builder in writing and will also pay the cost of this separate connection to the builder besides paying for actual water consumption charges to be decided by the builder on the basis of consumption to the builder or the maintenance agency. In case where no separate meters are provided or feasible, the buyer agrees to pay to the builder his share of such charges as may be apportioned by the Builder on adhoc basis. The Builder while deciding such charges will take into the consideration the total consumption of Electricity or water whatever the case may be consumed by the Buyer. (However the decision of the Builder in this matter will be final and binding upon the buyer). The Bill for such charges will be raised by the Builder on monthly basis and will be payable within 10 days from the demand or in case of delay the same will carry the interest @ 18% per annum on the amount payable. This separate connection will be provided to the buyer subject to feasibility and at the sole discretion of Builder who can refuse it without assigning any reasons.

1.9 The building will have centralized air conditioning for which maintenance charges shall be borne and paid by the Buyer proportionately in proportion to the Super Area of the said Unit to the saleable Super Area of all the Units in the said Building as determined by the Builder.

For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)

1.10 In case a particular unit is omitted due to change in the plan or the builder is unable to hand over the same to the Buyer/s for any reason beyond its control, the builder shall offer alternate unit and in the event of non-acceptability by the Buyer/s or non availability of the alternate unit, the builder shall be liable to refund only the actual amount received from the Buyer/s. The Buyer/s hereby agrees that in such case he shall not be entitled to any damages or compensation of any nature whatsoever from the Builder. In case any preferentially located unit ceases to be so located, the builder shall be liable to refund extra charges paid by the Buyer/s for such preferential location without any damages of compensation.

2. Payment of Taxes

That the Buyer agrees to pay directly or if paid by the Builder then reimburse to the Builder on demand, Govt. taxes, property taxes, Wealth Tax, Service Tax, GST and taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the land and/or building (s) constructed on the said plot of land or the said Unit, as the case may be, as assessable/applicable from the date of application of the Buyer and the same shall be borne and paid by the Buyer proportionately in proportion to the Super Area of the said Unit to the saleable Super Area of all the Unit in the said Building as determined by the Builder. Further the Buyer shall be liable to pay from the date of his/her application ground rent, house-tax/property-tax, firefighting tax or any other Fee or Cess as and when levied by a Local Body or GNIDA or Municipal Corporation or such other concerned Authorities and so long as the said Unit of the Buyer is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Buyer proportionately to the Super Area of the said Unit to the total Super Area of all the Unit in the said Building/said plot of land as determined by the Builder. These taxes, fees, cesses etc. shall be paid by the Buyer irrespective of the fact whether the maintenance is carried out by the Builder or its Nominee or any other Body or Association of all or some of the Unit owners.

3. Earnest Money

The Buyer has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him/her for the said Unit, the Builder shall treat 30% of the total Sale price as earnest money to ensure fulfillment by the Buyer of the terms and conditions as contained in the application and this Agreement. The Buyer hereby authorizes the Builder to forfeit out of the amounts paid/payable by him/her, the earnest money as aforementioned together with any interest paid, due or payable along with, any other amount of a non-refundable nature in the event of the failure of the Buyer to perform his/her obligations or fulfill all the terms and conditions set out in the application and/or this Agreement executed by the Buyer including but not limited to the occurrence of any event of default as described in Clause (11) of this Agreement or in the event of failure of the Buyer to sign and return this Agreement in its original form to the Builder within thirty (30) days from the date of receipt from the Builder / its dispatch by the Builder. The Buyer agrees that the conditions for forfeiture of earnest money shall remain valid and effective even after the execution and registration of the conveyance deed for the said Unit and that the Buyer hereby authorizes the Builder to effect such forfeiture without any notice to the Buyer and the Buyer has agreed to this condition to indicate his/her commitment to faithfully abide by all the terms and conditions contained in his/her application and this Agreement.

4. Mode of Payment

The Buyer shall make all payments in time in terms of the application for allotment and as may be demanded by the Builder from time to time and without any reminders from the Builder through A/c Payee Cheque(s)/Demand Draft(s) RTGS/NEFT in favour of “**M/s K2N Infra India Private Limited.**” payable at Noida/New Delhi.

5. Compliance of Laws Relating to Remittances

The Buyer, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/transfer of immovable properties in India etc. The Buyer understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Builder accepts no responsibility in this regard. The Buyer shall keep the Builder fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement it shall be the sole responsibility of the Buyer to intimate the same in writing to the Builder immediately.

For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)

6. Adjustment/Appropriation of Payments

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

7. Time is the Essence

Time is the essence with respect to the Buyer's obligations to pay the price of the said Unit in accordance with the Schedule of Payments as given in application for allotment along with other payments such as applicable stamp duty, registration fee, interest free maintenance security, ground rent, taxes and other charges, deposits stipulated under this Agreement to be paid on or before due date or as and when demanded by the Builder as the case may be and also to perform or observe all the other obligations of the Buyer under this Agreement. It is clearly agreed and understood by the Buyer that it shall not be obligatory on the part of the Builder to send demand notices/ reminders regarding the payments to be made by the Buyer as per Schedule of Payments application for allotment or obligations to be performed by the Buyer. However, in case of any default/delay in the payments by the Buyer, the Builder may, take such action as may be permitted within the scope of this Agreement.

8. Construction of the Said Building / Said Unit

The Buyer has seen and accepted the Schedule of Payments, as given in the application for allotment, tentative typical floor plan(s)/tentative layout plan(s)/ tentative specifications which are subject to change at the sole option and discretion of the Builder and the Buyer has accepted and consented to this condition. The construction of the said Building in the said plot of land and the said Unit including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications, subject to the right of the Builder to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality or subject to any direction from competent authority or due to force majeure conditions or reasons beyond control of the Builder and the Buyer hereby agrees to this condition. The Builder can carry out, such additions, alterations, deletions and modifications in the building plans, floor plans, change in specifications etc. including the number of Unit/ floors as the Builder may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter till the grant of an occupation certificate. The issuance of the occupation certificate for the building shall be the conclusive evidence (issued for the said Building in the said plot of land as the case may be) that the building and the said Unit have been fully completed in accordance with the plans and specifications as annexed to this Agreement or any modifications thereof and the Buyer agrees that upon issue of occupation certificate he/she shall not make any claim against the Builder in respect of any item of work in the said Unit which may be alleged not to have been carried out or completed or in respect of any design, specifications, building materials used or for any other reason whatsoever.

9.1 Permission for Interior Works

The Builder may agree to permit, subject to the Buyer having fulfilled all its obligations under this Agreement, the Buyer entry for carrying out interior works if such entry is desired by the Buyer prior to the Date of Possession upon execution of a suitable Indemnity Bond, as required by the Builder. However, such permission shall not be construed as or in no way entitle the Buyer to have any right, interest or title of any nature whatsoever in respect of the said Unit. During this period the Buyer undertakes to ensure that its interior work would supplement efforts of the Builder to obtain necessary approvals for the occupation and use of the said Unit from the concerned authorities. The Buyer undertakes not to do interior work of the said Unit and in the event any such damage is caused, the Buyer agrees to reimburse the Builder the costs of rectification thereof. The Buyer further agrees to pay to the Builder at 1.2 times the actual cost of electricity, water and other direct expenses incurred by the Builder on account of the Buyer during the period of interiors. It is specifically made clear by the Builder and understood by the Buyer that the Builder may impose certain restrictive guidelines/covenants or conditions regarding interior fit outs at the time of handing over of the said Unit for interior fitouts and no conveyance deed or Sub-lease-deed shall be executed in case of any breach of any of such guideline(s) issued for interior fitouts or failure of the Buyer to strictly adhere to such guideline(s). Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood and agreed between the parties that the payment of the installments as stipulated in the Schedule of Payments as mentioned in application for allotment in respect of the said Unit shall continue unabated irrespective of whether the permission for carrying out interiors of the said Unit are granted by the Builder or not.

9.2 Possession

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(Builder)**

Buyer(s)

The Builder based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/ said Unit tentatively till December 2018 with a grace period of 6 months or as per RERA registration whichever is earlier, unless there shall be delay or there shall be failure due to reasons mentioned in Clause (10) and Clause (37) or due to failure of Buyer(s) to pay in time the price of the said Unit along with other charges and dues in accordance with the schedule of payments given in application of allotment or as per the demands raised by the Builder from time to time or any failure on the part of the Buyer(s) to abide by all or any of the terms or conditions of this Agreement.

9.3 Procedure for Taking Possession

The Builder shall offer in writing to the Buyer to take over, occupy and use the said Unit in terms of this Agreement and the Builder shall hand over the said Unit to the Buyer for his/her occupation and use subject to the Buyer having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Builder in this regard. The Buyer shall be liable to pay the operation/maintenance charges from the date offer of possession to the Buyer by the builder irrespective of the Buyer taking possession of the said Unit at a later date.

9.4 Failure to Take Possession

Upon receiving a written intimation from the Builder in terms of Clause (9.3) above, the Buyer shall within the time stipulated by the Builder in the notice, take over the said Unit from the Builder by executing necessary indemnities, Undertakings, Maintenance Agreement and such other documentation as the Builder may prescribe and the Builder shall after satisfactory execution of such documents and payment by Buyer of all the dues under this Agreement permit the Buyer to occupy and use the said Unit. If the Buyer fails to take over the said Unit as aforesaid within the time limit prescribe by the Builder in its notice, then the said Unit shall lie at the risk and cost of the Buyer and the Builder shall have no liability or concern thereof. Further it is agreed by the Buyer that in the event of his/her failure to take over the said Unit in the manner as aforesaid, then the Builder shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause (11) of this Agreement or the Builder may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Buyer in taking over the said Unit in the manner as stated in this clause on the condition that the Buyer shall pay to the Builder holding charges @ 18% p.a. of the basic sale price of the said Unit per month for the entire period of such delay and to withhold conveyance or sub-lease deed or handing over for occupation and use of the said Unit till the entire holding charges with applicable over due interest, if any, at the rates as prescribed in this Agreement are fully paid. It is made clear and the Buyer agrees that the holding charges as stipulated in this clause shall be a distinct charge and payable till such time the said Unit is put to use by himself or given on lease and is not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Further the Buyer agrees that in the event of his/her failure to take over the said Unit within the time stipulated by the Builder in its notice, he/she shall have no right or any claim in respect of any item of work in the said Unit which he/ she may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that he/she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/ said Building.

That after possession of the said Unit is taken over by the Buyer, he/she/they shall have no claim against the builder as to any item of work, material, quality of work, and installations in the Said unit or on any other ground whatsoever and the said claims, if any, shall be got removed by the Buyer through the Builder before taking over possession of the Said Unit after giving prior written intimation.

9.5 After handing over the possession of the said Unit to the Buyer, if any addition or alternations in or about or relating to the said building are required to be carried out by GNIDA\Government Local Authorities or in any way pursuant to any statutory requirement, the same shall be carried out by the Buyer in cooperation with the other Buyer of the other Units in the said building at their own costs and the Builder shall not be in any manner liable or responsible for the same. All such additions and alternations shall be carried out after getting the plans sanctioned thereof from GNIDA or any other concerned authorities.

10. Delays in Completion

If, however, the completion of the said Building is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Builder, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or fire, tempest, flood, violence of army or of a mob, or other irresistible force or if non-

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delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in grant of completion/ occupation certificate by any Competent Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Unit /said Building/said plot of land for any amenities, facilities intended to be created therein or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any other reasons beyond the control of the Builder then the Buyer agrees that the Builder shall be entitled to the extension of time for delivery of possession of the said Unit. In case of non-completion/withdrawal of project, builder has the right to transfer said unit's funds to builder's other ongoing Projects for same area. The Builder as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Builder so warrant, the Builder may suspend the Scheme of the project for such period as it may consider expedient and the Buyer agrees not to claim compensation of any nature whatsoever.

11. Events of Defaults and Consequences

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

- i) Failure to make payments within the time as stipulated in the Schedule of Payments as given in Application for the allotment and failure to pay the stamp duty, legal expenses, registration charges, house/property tax and or vacant land tax, conversion charges and any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the builder, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Builder to the Buyer under the terms of this Agreement, and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the Buyer's obligations including those contained in [11(i)] above as set forth in this Agreement or if the Buyer fails to execute any other deed/documentation/Undertakings/indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Builder in relation to the said Unit.
- iii) Failure to take over the said Unit for occupation and use within the time stipulated by the Builder in its notice.
- iv) Failure to execute the conveyance deed/Sub-lease Deed within the time stipulated by the Builder in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, proportionate vacant land tax and or water charges, maintenance security deposits, as demanded by the Builder, its nominee, other Body or Association of Unit Owners.
- vi) Failure, pursuant to a request by the Builder, to become a member of the Association of Unit Owners of the said Building or to pay subscription charges etc. as may be required by the Builder or Association of Unit Owners, as the case may be.
- vii) Assignment/transfer of this Agreement or any interest of the Buyer in this Agreement in favour of any third party without prior written consent of the Builder.
- viii) Dishonour of any cheque(s) given by Buyer for any reason whatsoever.
- ix) Sale/transfer/disposal or/dealing with, in any manner of the Parking Space(s) independent of the Said Unit or usage of the Parking Space(s) other than for parking Buyer's vehicle.
- x) Any other acts, deeds or things which the Buyer may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/agreement/ indemnity etc. or as demanded by the Builder which in the opinion of the Builder amounts to an event of default and the Buyer agrees and confirms that the decision of the Builder in this regard shall be final and binding on the Buyer.

Upon the occurrence of anyone or more of event(s) of default under this Agreement including but not limited to those specified above, the Builder may, at its sole discretion decide, by notice to the Buyer, to cancel this Agreement. If the Builder elects to cancel this Agreement, the Buyer shall have thirty (30) days from the date of issue of notice of cancellation by the Builder to rectify the default as specified in that notice. The Buyer agrees that if the default is not rectified within such thirty (30) days, this Agreement shall be automatically cancelled without any further notice and the Builder shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Buyer agrees that upon such cancellation of this Agreement, the Builder will be released and discharged of all liabilities and obligations under this Agreement and the Buyer hereby authorizes the Builder that the said Unit, if any, may be sold to any other party by the Builder or dealt in any other manner as the Builder may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Buyer for any of the proceeds of such sale. In the event

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of the Builder electing to cancel this Agreement, any amount which shall prove to be refundable to the Buyer over and above the amounts retained as and for liquidated damages such as the earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Builder within 90 days only after realizing such refundable amount on further sale/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation, the Buyer shall be left with no right, title, interest or lien over the said Unit, in any manner whatsoever.

12. Conveyance

12.1 The Builder has made it clear and the Buyer has also agreed and understood that the said Unit agreed to be purchased by it is subject to the terms and conditions of the documents executed by the GNIDA for allotment of said land for the said complex. The Builder has also made clear to the Buyer that the sale of the said Unit is subject to the permission of the said Lessor. All the terms and conditions of allotment of the land by the GNIDA as contained in the Lease Deed will be mutatis mutandis applicable to the Allottee/s.

12.2 A sub-lease deed of the said Unit in favour of Buyer shall be executed and got registered only after receiving full payment of the total price of the said Unit if any allotted to him/her and payment of all securities including maintenance security, interest, penal interest etc. on delayed installments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Builder from time to time prior to the execution of the sub-lease deed. If the Buyer is in default of any of the payments as set forth in this Agreement or that may be so demanded by the Builder within the time period mentioned in the demand letter, then the Buyer authorizes the Builder to cancel the allotment and terminate this Agreement in terms of Clause (11) of this Agreement and to forfeit out of the amounts paid by him/her the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed in Clause (11) Supra. The Buyer further also undertakes to execute sub-lease deed within the prescribed period from the date, the Builder intimating in writing to the Buyer the receipt of certificate of occupation of the said Building from the Competent authority failing which the Buyer authorizes the Builder to cancel the allotment and terminate this Agreement in terms of Clause (11) of this Agreement and to forfeit out of the amounts paid by him/her the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest upon realization of money from resale/ re-allotment to any other party, in the manner prescribed in Clause (11) Supra. The Buyer shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

12.3 If any unearned increase or other charges are levied by GNIDA or any other Govt. or local authority on the transfer of the Unit by the Builder to the Buyer or on the transfer/Conveyance of the Unit in the name of the Buyer the same shall be borne separately by the Buyer. The stamp duty & registration charges for executing the sub-lease deed of the Unit shall be borne by the Buyer. The above charges shall be payable by the Buyer as and when the call notice thereof is given by the Builder. The GNIDA shall have first charge upon the plot/land for the amount of unpaid balance and charges, interest and other dues of it.

12.4 The Buyer agrees that no right will accrue in favour of the Buyer in the Unit until a sub-lease deed is executed & registered, and the Builder shall continue to be the owner of the Unit and also the construction thereon and this allotment shall not give to the Buyer(s) any rights or title or interest therein even though all payment have been received by the Builder. The Builder shall have the first lien and charge on the Unit for all its dues that may become due and payable by the Buyer(s) to the Builder.

13.1 Maintenance of The Building/Unit

The builder shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development and thereafter develop a system by which the long term maintenance of the area, services, building shall be ensured. In order to provide necessary operation/maintenance services, dedicated focus and transparency in accounting and audit procedures the Builder shall, upon the completion of the said Building/ said plot of land, hand over the maintenance of the said Building/ said plot of land to Maintenance agency or any other nominee including other Body or Association (hereinafter referred to as "Maintenance Agency") as the Builder in its sole discretion may deem fit. The Maintenance Charges for which shall be proportionately billed to Buyer as determined by the Maintenance Agency and the Buyer agrees to pay the same. The Buyer hereby agrees to execute Maintenance Agreement. The Buyer further undertakes to abide by the terms and conditions of the Maintenance Agreement as and when executed and to pay promptly all the demands, bills, charges charged, as may be raised by the maintenance agency from time to time. Hire charges/ installation charges of the same in the said Unit. The Builder reserves the right to change, modify, amend and impose additional conditions in the Maintenance Agreement at the

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(Builder)**

Buyer(s)

time of its final execution. The Buyer agrees and commits himself/ herself/itself that he/she/it shall pay maintenance charges as per bills raised by the maintenance agency from time to time without any delay irrespective of the non-execution/delay, if any, in execution of the Maintenance Agreement between the Maintenance Agency and the Builder.

13.2 Interest Free Maintenance Security

In order to secure due performance of the Buyer in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Buyer agrees to deposit, and to always keep deposited with the Builder an interest free maintenance security calculated @ Rs. 75/- per Sq. Ft. of the Super Area of the said Unit. In case of failure of the Buyer to pay the maintenance bills, other charges on or before the due date, the Buyer in addition to permitting the Builder to deny him/her the right to avail the maintenance services also authorizes the Builder to adjust the principal amount of the interest free maintenance security against such defaults. If due to such adjustment in the principal amount, the interest free maintenance security falls below the agreed sum of Rs. 75/- per Sq. Ft. of the Super Area of the said Unit, then the Buyer hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Builder. The Builder reserve the right to increase the interest free maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Buyer agrees to pay such increases within fifteen (15) days of demand by the Builder. If the Buyer fails to pay such increase in the Interest Free Maintenance Security or to make good the shortfall as aforesaid on or before its due date, then the Buyer authorizes the Builder to treat this Agreement as cancelled without any notice to the Buyer and to recover the shortfall from the sale proceeds of the said Unit and to refund to the Buyer the balance of the money realized from such sale after deducting there from the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in this Agreement. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to interest free maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Buyer and the Builder shall have first charge/lien on the said Unit in respect of any such non-payment of shortfall/increases as the case may be.

13.3 Payment of deposits & charges for bulk supply of Electrical Energy

If the Builder or the maintenance agency decides to apply for and thereafter receives permission from or from PVVNL (Paschimanchal Vidyut Vitran Nigam Limited)/NPCL(Noida Power company Ltd.)/UPPCL (Uttar Pradesh Power Corporation Limited)/State Electricity Boards (SEBs)/any other Body/Commission/Regulatory/Licensing Authority (hereinafter referred to as Power Supply Company) constituted by the Government of Uttar Pradesh for such purpose, to receive and distribute bulk supply of electrical energy in the said Building, then The expenditure on independent feeder, appropriate capacity sub-station etc. will be paid/payable by the Builder or the maintenance agency and the Buyer undertakes to pay on demand to the Builder's proportionate share as determined by the Builder of all deposits and charges like fixed connection charges, Advance Consumption deposit to Power Supply Company failing which the same shall be treated as unpaid portion of the total price payable by the Buyer for the said Unit and the conveyance of the unit shall be withheld by the Builder till full payment thereof is received by the Builder from the Buyer. It is clarified that if required, the Association of Unit Owners' shall authorise the Builder or the maintenance agency to apply for and obtain bulk supply of electricity from Power Supply Company or any other Authority. Further the Buyer agrees that the Builder shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Premises till full payment of such deposits and charges is received by the Builder or the maintenance agency. Further in case of bulk supply of electrical energy, if obtained by the Builder, the Buyer agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Buyer's rights to apply for individual/direct electrical supply connection directly from Power Supply Company or any other Body responsible for supply of electrical energy. The Buyer agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Builder from time to time.

13.4 Fixation of Total Operation/Maintenance Charges

The total operation/maintenance charges which shall be more elaborately described in the Maintenance Agreement will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. Maintenance charges would be levied from the date of offer of possession and the Buyer undertakes to pay the same promptly. The estimates of the maintenance agency shall be final and binding on the Buyer. The maintenance charges shall be charged on monthly/quarterly intervals as may be decided by the maintenance agency and adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Buyer agrees and undertakes to pay the maintenance bills charged on or before due date as intimated by the maintenance agency. The Buyer further agrees and confirms that the

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total maintenance charges payable for the said Unit are exclusive of all taxes, duties, VAT, works contract tax, surcharge, service tax and education CESS etc, which will be charge extra as per actual rates.

13.5 Payment for Replacement, Upgradation of Lifts, DG Sets, Electric Sub-Stations. Pumps, Fire Fighting Equipments and Other Capital Plants/ Equipments. That as and when any Plant & Machinery within the said Building/said Unit, as the case may be, including but not limited to Air conditioning Plant, Lifts, DG Sets, Electric sub-stations, Fire Fighting Equipments, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Buyers in the said Building, as the case may be on pro-rata basis (i.e. in proportion to the Super Area of the said Unit to the total Super Area of all the Units in the said Building, as the case may be). The Builder or the maintenance agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Buyer agrees to abide by the same.

13.6 Right to Use Common Areas and Facilities Subject to Payment of Total Maintenance Charges

The Buyer hereby agrees to purchase the said Unit on the specific understanding that his/her right to the use of common areas and facilities within the said Building shall be subject to timely payment of total Maintenance Charges as billed by the maintenance agency and performance by the Buyer of all his/her obligations under this Agreement and the Maintenance Agreement. If the maintenance charges are not paid by the Buyer regularly and on or before its due date, then the Buyer agrees that he/she shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Buyer shall be entitled to use such common areas and facilities.

13.7 Right For Repairs

In addition to the Builder's and the maintenance agency's rights of unrestricted usage of all common areas and, for providing necessary maintenance services, the Buyer agrees to permit the Builder or the maintenance agency to enter into the said Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in the said Unit above or below the said Unit. Any refusal of the Buyer to give such right to entry will be deemed to be a violation of this Agreement and the Builder shall be entitled to take such actions as it may deem fit.

13.7.1 The BUYER hereby agree that he/she/they shall comply with and carry out, from time to time all the requirements, requisitions, demands, and repairs, intimated by the Maintenance Agency at his/her/their own cost.

13.8 The BUYER hereby covenants to keep the Unit, walls and partitions, sewers, drains, pipes and appurtenances thereto in good and tenable repairs and condition. It shall be the right of the BUILDERS to lay pipes, conduits, wires, sewers etc. through any Unit even if these do not relate to the Unit, but this right shall be exercised sparingly and in a reasonable manner.

13.9 Insurance

The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Builder or the maintenance agency on behalf of the Buyer and the cost thereof shall be payable by Buyer as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Buyer at his/her own cost. The cost of insuring the Building structure shall be charged from the Buyer as a part of total maintenance charges and the Buyer hereby agrees to pay the same., The Buyer shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Buyer shall be solely responsible and liable.

13.10 Parking Rights

The parking area in the said Building, which may or may not have been allotted/sold/reserved by the Builder and shall be exclusive property of the Builder who can deal with the same in its own discretion. The Buyer is not entitled to the facility of parking his car(s) in the complex unless he has acquired the right to use of car parking space under a separate arrangement with the Builder. The Buyer shall not raise any claim against car parking spaces in the complex which will be owned and possessed by the Builder. It is specifically made clear that the Builder may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved car parking spaces in the complex.

13.11 Use of Service Areas:

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The basement(s) and service areas, if any, as may be located within the said Building/said Unit, as the case may be, shall be earmarked by the Builder to house services including but not limited to air-conditioning plants, Electric Sub-station, 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 Zoning Plans/Building Plans. The buyer shall be bound to take prior consent from the Builder to utilize front area of his allotted unit, if it exceeds 18 inches above the allotted area. The Buyer shall not be permitted to use the basement and service areas in any manner whatsoever and the same shall be reserved for use by the Builder or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this agreement by the Buyer.

14. Use of the Unit

The Buyer shall not use the said Unit for any purpose other than for shop/ Office/commercial and shall not use in a manner that may cause nuisance or annoyance to occupants of other Unit in the said Building or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Unit which tends to cause damage to any flooring or ceiling or services of any Unit over, below, adjacent to the said Unit or anywhere in the said plot of land or in any manner interfere with the use thereof or of Units, passages, corridors or amenities available for common use. The Buyer hereby agrees/ indemnifies the Builder and always keep indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas banks etc. for which the Buyer/ occupant shall be solely responsible. If the Buyer uses or permits the use of the said Unit for any purpose other than Shop/office, then the Builder shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Unit and the Buyer has agreed to this condition. The Buyer specifically agrees to strictly adhere to the business/ operating hours as may be determined by the Builder/ maintenance agency/Body or Association from time to time and are subject to statutory guidelines issued by the concerned authorities. With a view to acquaint the Buyer, some of the indicative restrictions on the use are mentioned below which are merely illustrative and are not exhaustive.

14.1 Since the said Unit hereby agreed to be sold is a part of “**Embark**” and it is in the interest of all the Buyers/Occupiers that some safeguards be provided to prevent entry of unauthorized person (s) into the said commercial complex, including the common area, and to give an effective hand to the nominated maintenance agency to deal with such unlawful entrants/loiterers/peddlers etc. and also to enable the nominated Maintenance agency in particular and owners/lawful occupants of the various units in general, to deal more effectively with security concerns of the “**EMBARK PLAZA**”. The Buyer hereby agrees that the nominated maintenance agency shall be free to restrict the entry of anyone into commercial complex whom it considers undesirable at the entrance itself. In case of insistence, the security staff of Building will be at liberty to call upon the buyer/lawful tenant/occupant of the said premises to come to the gate to personally escort the persons from the gate to his premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services, will not cast any liability of any kind upon the builder or its Nominee including any other body or Association of the buyers.

14.2 (i) The proposed unit is exclusively meant for commercial purpose only. The builder will be at liberty to fix the schedule of opening and closing of the building. The buyer undertakes to comply with the schedule so fixed by the builder in this regard. In case of failure to comply with the schedule so fixed by the builder, on the part of buyer the builder will be at liberty to direct temporarily closing down the unit for a period not exceeding 30 days.

(ii) The buyer shall not use the Unit or permit the same to be used for any purpose whatsoever other than as permissible under the terms of this agreement.

(iii) The buyer shall not use the Unit for any purpose which may or is likely to cause nuisance or annoyance to occupier of other Unit in the building or to the owners or occupiers of neighboring properties or to use the Unit for any illegal or immoral purpose.

(iv) The buyer shall neither at any time demolish the Unit or any part thereof agreed to be taken by him nor will he at any time make or cause to be made any additions or alternations of whatever nature to the said Unit or any part thereof.

(v) The buyer undertakes not to further sub-divide the area/premises agreed to be sold to it. The buyer further undertakes that in case it transfers its rights and interests in the premises agreed to be sold to it in favour of any person/ builder by way of mortgage, tenancy, license, gift or in any other manner, such person/builder so inducted by the buyer shall be also bound by the terms and conditions of the agreement. The builder or its nominees including any other body or any other Association of buyers shall be entitled to enforce all terms and conditions of this agreement against any person/builder who has been inducted in the unit originally agreed to be sold to the buyer.

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(Builder)**

Buyer(s)

- (vi) The buyer hereby agrees not to do or allow anything to be done in or about the said Unit which may cause damage to any flooring or ceiling of any other Unit over, below and adjacent to his Unit or in any manner interfere with the use thereof any open space passages or amenities available for common use.
- (vii) That the buyer shall use the passage, staircase and other common services only for the purpose as passage, staircase etc. and will not create any nuisance or stock any goods or material or cause any obstruction in the same.
- (viii) That the Buyer shall not throw rubbish, rags, junk or other refuse, or permit the same to be thrown, in the common areas, staircases or compound of the said “**Embark Plaza**” complex.
- (ix) The buyer shall not store in the said Unit any kind of obnoxious, hazardous, inflammable, non-compatible, polluting substance or process or combustible nature or which are so heavy as to effect the constructions or the structure of the said building or any part thereof.
- (x) The buyer shall not erect or permit to be erected on the said premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except in so far as may be allowed by the builder in writing.

14.3 The Buyer Shall Not Permit:

- (a) The closing of verandahs or lounges or balconies or common passages or common corridors even if a particular floor/floors are occupied by the same party. The dhaba/liquor shops/ lounge bars shall only be permitted after special approval/permission from builder. (if allowed)
- (b) Make any alteration in any elevations and outside colour scheme of the exposed walls of the verandah, lounges or any external walls, or both the faces, external doors and windows of the Unit acquired by him which in the opinion of builder differs from the colour scheme of the building.
- (c) The Unit for the purpose of staying therein during late hours or during night either by himself or by any of its employee or any third person, since the Unit is allotted to the Buyer strictly for commercial purpose. Therefore the residential use is strictly prohibited and the Buyer hereby agrees to observe the strict compliance thereof.

14.4 The Buyer may put up its signboard, after obtaining due written approval of the Builder, only at the space specifically designated by the Builder. The colour scheme and the size of the signboard shall be as prescribed by the Builder. The Buyer shall ensure that no objectionable literature and graphics are contained or represented on its signboard. Other than this specific sign board if any additional sign boards/pole / directional sign boards are required by the Buyer, permission to put up the same shall be obtained by the Buyer from the Builder on payment of additional charges. The builder has the sole rights of advertisements on the face/façade of the said commercial complex or anywhere on the exterior of the commercial complex or common areas in the said commercial complex except at the places specifically earmarked and allotted to Buyer by the builder.

14.5 The buyer shall not decorate the exterior of his Unit otherwise in the manner agreed to with builder or in the manner in which the same was previously decorated.

14.6 The Buyer may fix the window type air conditioners/air coolers/exhaust and etc. only at the places, spaces specifically provided for it. Buyer is not permitted to fix anything like chinks, screens etc. on the outside of the windows, outer elevation which would be visible from the outside. The Buyer will ensure that whatever is installed either inside or outside the Unit will not cause nuisances / inconvenience to the neighboring units.

14.6.1 The buyer hereby agrees covenants to keep and maintain the Unit’s periphery wall and partition walls and sewers, drains, pipes, air-conditioning installations, appurtenances thereto or belonging there to in the same good state/order or condition in which delivered to him in particular so as to support, shelter and protect the parts of the building other than the Unit.

14.6.2 The covenant herein agreed by the buyer shall be binding and enforceable against the occupier. Further the buyer under this agreement shall make all terms & conditions under this agreement as legally binding on the occupier as part of terms & conditions between the buyer and the occupier. The said agreement will further provide that the maintenance charges shall be paid to the builder or its nominee directly by the occupier when so demanded. But if the occupier does not pay the charges, the entire responsibility would be of the buyer and the builder can claim such charges from the buyer

14.6.3 That the Buyer shall not be entitled to install its personal/individual generator for providing power back up to the unit agreed to be sold to the Buyer.

15.1 That it is clearly understood and agreed by and between the parties hereto that the Builder shall have unqualified and unfettered right to sell, to give on lease or hire any part of the top roof/terraces above the top floor for operation of open air restaurants and installation of antenna, satellite dishes, communication towers, other communication equipment anyone of their choice. The terrace above the top floor of the said tower subject to necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the said building. The Buyer of such terrace shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by Builder. The Builder reserve the right for advertisement purposes and the Buyer agrees that he/she shall not object to the same and make any claims on this account.

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15.2 The Builder will maintain the “Embark Plaza” retaining ownership over the common area and amenities and will make available the same for the usage to the buyer at a reasonable cost and equitable manner. The charges for the use of common area shall be borne and paid by the Buyer proportionately in proportion to the Super Area of the said Unit to the saleable Super Area of all the Units in the said Building as determined by the Builder on monthly basis. All the equipment and common utilities installed or placed in common area of The “Embark” shall be the exclusive property of the Builder. It is clearly understood by the Buyer that the equipment and common utilities installed or placed in common area does not envisage any sale or ownership of the equipment/ utilities to the buyer. The rights to use the common area, common amenities, facilities and services of the “Embark” provided the buyer contractors, permittees, invitees, licensees, employees and agents exercise such right in accordance with the provisions set by the builder and /or its nominated agency.

15.3 That it is clearly understood and agreed by and between the parties hereto that the Builder shall have the unqualified and unfettered right to sell or lease or use the space in the atrium to anyone of their choice on any terms and conditions as they deem fit and the buyer shall not be entitled to raise any objection or claim or compensation on the ground of inconvenience or any other ground whatsoever. The Occupier in the atrium shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the builder

16. General Compliance

The Buyer shall, after the expiry of period as stipulated in Clause (9.2), be solely responsible to maintain the said Unit at his/her own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Unit, or the staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Unit is located, is not in any way damaged or jeopardized. The Buyers shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Non-observance of the provisions of this clause shall entitle the Builder or the maintenance agency, to enter the said Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Buyer. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 (A) Signage

In view of the importance of signages for a successful commercial development, the Buyer has specifically agreed and understood that the Builder shall have absolute right on the signage inside/ outside/near, within or on the face of the said Building/said plot of land or on the area near the said complex and the Builder may determine and allow the usage by the Buyer of such signage at its own discretion. The Builder shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Building/said plot of land. The Buyer shall be responsible to install and maintain such signage, so allotted by the Builder, in a well-lit, legible and in a proper manner at its/his/her own cost. The Buyer hereby specifically agrees that the said allotted Unit for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Builder from time to time. The Builder may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Buyer of such signages from time to time. The Builder may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees/assigns or any other Body or Association of Unit Owners or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Builder shall be released and discharged from all its obligations and responsibilities under this Clause in respect of the signages. The Buyer shall not raise any dispute with regard to the appointment of any agency for managing signages in such a manner as such agency may deem fit and proper from time to time and the Buyer shall extend full cooperation to such an agency for optimum usage of the signage in the said building and/or the said plot. The Buyer further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the said Building or anywhere on the exterior of the Building or common areas except at the places specifically earmarked and allotted by the Builder. Other than this specific sign board if any additional sign boards/pole / directional sign boards are required by the Buyer, permission to put up the same shall be obtained by the Buyer from the Builder on payment of additional charges. The builder has the sole rights of advertisements on the face/façade of the said commercial complex or anywhere on the exterior of the commercial complex or common areas in the said commercial complex except at the places specifically earmarked and allotted to Buyer by the builder.

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17 (B) Right to Use the Logo:

It is agreed and understood that the Builder is free to use the logo of the Buyer / Occupant of the Unit in its all promotional activities via print, visual and web media without any prior permission of the Buyer / Occupant.

18. Compliance of Laws, Notifications Etc.

a. The Buyer is entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations and notifications applicable to the said plot of land/said Building. That the Buyer hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by GNIDA or any Development Authority/ Municipal Authority/Government or any other authority or Competent Authority in respect of the said Unit/said Building at his/her own cost and keep the Builder indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

b. That the Buyer agrees to furnish his Permanent Account Number (PAN) or Form 60/61, as the case may be, within 10 days from the date of execution of this agreement, if not furnished earlier.

19. Alterations of Unsold Units

The Builder shall have right, without any approval of any Buyer in the said Building to make any alterations, additions, improvements or repairs whether structural or nonstructural, interior or exterior, ordinary or extra ordinary in relation to any unsold Unit within the said Building and the Buyer agrees not to raise objections or make any claims on this account.

20. Additional Commercial Office/Buildings Etc.

a. Subject to such approvals/directions of the competent authority(ies), for the construction of additional commercial Units/buildings etc. in such a case, it is a condition of this Agreement agreed to by the Buyer that he/she shall have no right, no title or no interest in any form or manner in the land earmarked for as well as the shops, commercial office Units/buildings etc., so constructed thereon and facilities provided therein. Further the Buyer hereby agrees that he/she shall not have any claim or right to any additional shops, commercial office Units/ buildings etc. or interfere in the manner of booking, allotment and finalization of sale of shops, building etc. or in the construction, operation and management of such shops, building etc. The Builder shall enter into a separate agreement with Buyers of such additional shops, building etc. for the purpose of sale of such shops, and the Buyer hereto confirms that he/she has specifically noted the same.

b. The buyer agrees and understands that in case the builder is able to get additional Floor Area Ratio (FAR/FSI), the builder shall have the sole right to utilize the additional FAR/FSI in the manner it may deem fit including but not limited to, by making addition to the or making additional buildings in and around the land of the Said Complex and the builder shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The buyer acknowledges that the buyer has not made any payment towards the additional FAR/FSI and shall have no right to object to any of such construction activities carried on, on the /Said Complex. Any additional construction on the said Land and/or additional buildings in and around the said Land which the builder may construct in order to utilize the additional FAR, incident, if any, to the Said Complex/ as permitted by the GNIDA/or any other competent authority.

21. Right to Make Additional Constructions

The Buyer agrees and authorizes the Builder to make additions to or put up additional structures in/upon the said Building or Additional Unit / upon the said Building or Additional Commercial Shop and/or structures anywhere in the said plot of land as may be permitted by the competent authorities and such additional Commercial Unit structures shall be the sole property of the Builder which the Builder will be entitled to dispose off in any way it chooses without any interference on the part of the Buyer(s). The Buyer agrees that the Builder, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/stories with the existing electric, water, sanitary and drainage sources. The Buyer further agrees and undertakes that he/she shall after taking possession of the said Unit or at any time thereafter, not object to the Builder constructing or continuing with the construction of the other building(s)/ blocks outside / adjacent to the said Building or inside the said plot of land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Builder, on the ground that the infrastructure required for the said Building/ said Plot of land is not yet complete. Any violation of this condition shall entitle the Builder to seek remedies provided under this Agreement in case of breach, non-payment, defaults etc. The Builder may carry development/construction of the Complex in phases. However the Builder shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the allottee/s. The

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Builder may adopt the modern technology of pre-cast concrete slabs for construction of the complex .The common facilities in all respect shall be operational on the date of completion of the entire Complex. The buyer of the said unit has no right to make any kind of alteration /modification which would result in changes in layout of the said building.

22. Right to Raise Finance

The Buyer hereby authorizes and permits the Builder to raise finance/loan from any Govt./Semi Govt. organization /Financial Institution/NBFC/Individual Firms/Body Corporate/Bank/s by or any other institution way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the said Unit/said Building/said plot of land for acquiring the said plot / construction subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of Deed of Sub-lease. The Builder Govt./Semi Govt. organization /Financial Institution/Individual Firms/Body Corporate/Bank/s or any other institution shall always have the first charge on the said Unit for all their dues and other sums payable by the Buyer or in respect of any loan granted to the Builder for the purpose of the construction of the said Building.

23. Agreement Subordinate to Mortgage

The Buyer agrees that no lien or encumbrance shall arise against the said Unit as a result of this Agreement or any money deposited hereunder by the Buyer. In furtherance and not in limitation of the provisions of the preceding sentence the Buyer agrees that the provisions of this Agreement shall continue to be subject and subordinate to the lien or any mortgage heretofore or hereafter made/created by the Builder and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Unit or excuse the Buyer from completing the payment of the price of the said Unit or performing all the Buyers other obligations hereunder or to be the basis of any claim against or liability of the Builder provided that at the time of the execution of the Deed of Sub-lease the said Unit shall be free and clear of all encumbrances, lien and charges whatsoever.

24. Charge on the Unit

The Buyer agrees that the Builder shall have the first charge/lien on the said Unit for the recovery of all its dues payable by the Buyer under this Agreement and such other payments as may be demanded by the Builder from time to time. Further the Buyer agrees that in the event of his/her failure to pay such dues as aforesaid, the Builder will be entitled to enforce the charge/lien by selling the said Unit to recover and receive the outstanding dues out of the sale proceeds thereof.

25. Purchase Not Dependent on Financing Contingency

The Buyer may obtain finance from any financial institution/bank or any other source but the Buyers' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Buyer's ability or competency to obtain such financing and the Buyer will remain bound under this Agreement whether or not he/she has been able to obtain financing for the purchase of the said Unit. Refusal to sanction loan or financial assistance by a particular institution/bank shall not be an excuse for non-payment of further installments/dues under this agreement.

26. Association of Unit Owners

The Buyer agrees and undertakes that he/she shall join any Association/Society of Unit Owners if and as may be formed by the Builder at its sole discretion on behalf of Unit owners and to pay any fees, subscription, charges thereof and to complete such documentation and formalities as may be deemed necessary by the Builder for this purpose.

27. Binding Effect

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

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28. Assignment/Transfer of Agreement

This Agreement or any interest of Buyer in this Agreement shall not be assigned/transferred by the Buyer without prior written consent of the Builder which consent may be given or denied by the Builder in its sole discretion and shall be subject to the terms and conditions of the said Perpetual Lease and other applicable laws and notifications or any governmental directions as may be in force and further shall be subject to the terms, conditions and charges as the GNIDA or any other concerned authority may impose in that behalf. The Buyer shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments including payment of unearned increase and/or conversion charges and the Builder shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment/transfer by the Buyer in violation of this Agreement shall be a default on the part of Buyer entitling the Builder to cancel this Agreement and to avail of remedies as set forth in clause (11) of this Agreement. It is specifically made clear to the Buyer that any nomination / transfer / assignment of the said Unit is subject to the terms and conditions of lease. Transfer charges as prescribed by the Builder prevailing at the time of transfer shall be paid by the Buyer at the time of assignment/transfer of agreement upon clearance of all dues against cost of said unit. Any change in the name (including addition or deletion) registered as the buyer with builder will be deemed as assignment/transfer of agreement for this purpose. However the addition/substitution within immediate blood relations viz. husband/wife/father/mother/son/daughter/brother/sister or vice-versa shall not be treated as transfer/substitution upon proof of such relations and only administrative charges shall be payable in such cases, if any.

29. Entirety of Agreement

This Agreement along with its annexures and the terms and conditions contained in the application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, correspondences, arrangements whether written or oral, if any, between the parties. The terms and conditions of the application shall continue to prevail and be binding on the Buyer save and except in cases where the terms and conditions of the application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and shall supersede those terms and conditions contained in the application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

30. Amendment of Annexures

The Maintenance Agreement with some of the terms and conditions as may be stipulated in this document as and when it is finally executed at the appropriate time shall be notified by the Builder. The Buyer hereby confirms that he/she consents to the terms and conditions contained therein which shall substantially be the same in the final document to be executed at the appropriate time as notified by the Builder. The Buyer further agrees that the Builder shall have the right to impose additional terms and conditions or to modify/ amend/change the terms and conditions as stated in this draft in the final document to be executed at the appropriate time.

The Builder further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to convincing of the said Unit, as deemed necessary by the Builder at its sole discretion.

31. Specificity of Agreement

It is clearly understood and agreed by the Buyer that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to the said Unit offered for sale in "Embark" only (the said Building) and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), MRTP Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Unit(s)/Building(s)/ Project(s) of the Builder/its associates/subsidiaries companies, partnership firms in which the Builder is partner or interested.

32. Applicability of Agreement

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

33. Waiver

33.1 Notwithstanding anything contained in any clause of this Agreement, in case of any default/delay in the payments by the Buyer, the Builder may, in its sole option and discretion, without prejudice to its rights as set out above (for cancellation of the agreement) waive the breach by the Buyer in not making payment as per the Schedule of payments

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given in the application for allotment but on the condition that the Buyer shall pay to the Builder interest which shall be charged interest @18% per annum only. It is made clear and so agreed by the Buyer that the exercise of discretion by the Builder in the case of one Buyer shall not be construed to be a precedent and/or binding on the Builder to exercise such discretion in the case of other Buyers.

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

34. Severability

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

35. Captions/Headings

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or In terms of captions provided.

36. Method of Calculation of Proportionate Share

Wherever in this Agreement it is stipulated that the Buyer is to make any payment in common with the other Buyers in the same building, the same shall be in proportion which the Super Area of the said Unit bears to the total Super Area of all the Unit in the said Building.

37. Force Majeure

The Builder shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action-of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Builder. In case the builder is forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, it shall refund the amount paid by the buyer alongwith simple interest @6% p.a. from the happening of such eventuality.

38. Right to Join As Affected Party

The Buyer agrees that the Builder shall have right to join as an affected party in any suit/ complaint filed before any appropriate court by the Buyer if the Builder's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Buyer agrees to keep the Builder fully informed at all times in this regard.

39. Name of the Building/complex

That at present the building in which the Unit would be situated is known as "EMBARK PLAZA". The buyer shall be bound to get him addressed in the present name. The builder may take any steps or to apply or follow – up to change any other name and the said building would be known with the new name and the buyer shall be bound to get himself addressed in the new name and shall not be entitled to raise any objection in any circumstances. Changing the name of the building or otherwise to represent any authority or to make any objection for changing the name of the building to the new name and once it is changed than the building shall be known by the changed new name and buyer undertakes to style the building in the said changed new name. In case, the Unit is not occupied by the buyer he would see his occupier also does not change the name and uses the same without any objection.

40. Indemnification

The Buyer hereby covenants with the Builder to pay from time to time and at all times the amounts which the Buyer is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Builder and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Builder may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

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**Authorised Signatory
(Builder)**

Buyer(s)

41. Assurances

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

42. Brokerage

In case the Buyer has to pay any commission or brokerage to any person for services rendered by such person to the Buyer whether in or outside India for acquiring the said Unit for the Buyer, the Builder shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Builder for the said Unit. Further the Buyer undertakes to indemnify and hold the Builder free and harmless from the against any or all liabilities and expanses in this connection.

43. Copies of the Agreement

Two copies of this agreement shall be executed and the Buyer shall retain the Original and the second executed copy shall be retained by the Builder for reference and record.

44. Place of Execution

The execution of this Agreement will be complete only upon its execution by the Builder through its Authorised Signatory at the Builder's Head Office in New Delhi after the copies duly executed by the Buyer, are received by the Builder. Hence this Agreement shall be deemed to have been executed at New Delhi even if the Buyer has prior thereto executed this Agreement at any place(s) other than New Delhi.

45. Notices

That all notices to be served on the Buyer and the Builder as contemplated by this Agreement shall be deemed to have been duly served if sent to the Buyer or the Builder by Registered Post/Speed Post at their respective addresses specified below:

(Address of the Buyer)

909, RG Trade Tower, Netaji Subhash Place, New Delhi-110034.

(Address of the Builder)

It shall be the duty of the Buyer to inform the Builder of any change subsequent to the execution of this Agreement in the above address by Registered Post/Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Buyer whether the same are returned undelivered or refused delivery by the Buyer.

46. Joint Purchasers

That in case there are Joint Buyers all communications shall be sent by the Builder to the Buyer whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Buyers hereunder this agreement.

47. References

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

48. Law of India and Jurisdiction

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The courts of Delhi alone shall have the Jurisdiction.

49. Arbitration

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual

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(Builder)**

Buyer(s)

discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi or New Delhi by a Sole Arbitrator who shall be appointed by the Builder and whose decision shall be final and binding upon the parties. The Buyer hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the arbitrator is an employee or advocate of the Builder or otherwise connected with the Builder and the Buyer confirms that notwithstanding such relationship/ connection, the Buyer shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at Delhi alone shall have the jurisdiction.

INWITNESS WHEREOF, the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

Paste your recent photograph and sign

Paste your recent photograph and sign

Paste your recent photograph and sign

SIGNED AND DELIVERED BY THE WITHIN NAMED buyer(s) (including joint buyers)

WITNESSES:

1. Signature: _____
 Name: _____
 Address: _____

2. Signature: _____
 Name: _____
 Address: _____

(to be completed by the buyer/s)

SIGNED AND DELIVERED BY THE WITHIN NAMED builder

WITNESSES:

1. Signature: _____
 Name: _____
 Address: _____

Paste your recent photograph and sign

(to be completed by the builder)

For M/s. K2N Infra India Private Limited.

Authorised Signatory

ASSIGNMENTS AND ENDORSEMENTS

1. FIRST TRANSFER

<p>I/We hereby assign all the rights and liabilities under this Agreement in favour of:</p>	<p>I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:</p>
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For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)

_____ _____	_____ _____
(Signature of TRANSFEROR/ASSIGNER/S)	(Signature of TRANSFEREE/ASSIGNEE/S)
<p>THE ABOVE TRANSFER IS HEREBY CONFIRMED.</p> <p>For M/s. K2N Infra India Private Limited.</p> <p style="display: flex; justify-content: space-between; margin-top: 20px;"> Authorised Signatory (Builder) Date: </p>	

2. SECOND TRANSFER

<p>I/We hereby assign all the rights and liabilities under this Agreement in favour of:</p> _____ _____	<p>I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:</p> _____ _____
(Signature of TRANSFEROR/ASSIGNER/S)	(Signature of TRANSFEREE/ASSIGNEE/S)
<p>THE ABOVE TRANSFER IS HEREBY CONFIRMED.</p> <p>For M/s. K2N Infra India Private Limited.</p> <p style="display: flex; justify-content: space-between; margin-top: 20px;"> Authorised Signatory (Builder) Date: </p>	

ANNEXURE - II

SUPER AREA

The Super Area of the said Unit shall mean the entire area enclosed by its periphery walls including but not limited to area under walls, columns, as well as area of loft / Mezzanine, if any, half the area of walls common with other Units adjoining the said Unit, all of which form integral part of the said Unit.

For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)

RERA REGISTRATION

The Project “Embark Plaza” is registered under UP RERA with Registration No-

CHANGES IN AREA

The Super Area of said Unit is subject to change due to revision in floor plans during design/approval of plans by authorities/construction of the said building. The Builder shall confirm the final Super Area after accounting for changes, if any, on or after the date of grant of completion certificate by the competent Authorities, which shall be incorporated in the Builder Buyer Agreement.

It is specifically made clear by Builder and agreed by Buyer that the covering of exclusive balcony & terrace(s) attached to said Unit, if any, shall not be permitted and the Buyer shall use the same as balcony or open terrace(s) only as the case may be and in no other manner whatsoever. The cost incurred for maintenance of said balcony / open terrace(s) shall be solely to the account of the Buyer to whom the exclusive use of such balcony / terrace(s) is allowed.

For M/s. K2N Infra India Private Limited

**Authorised Signatory
(Builder)**

Buyer(s)