

BUYER'S AGREEMENT

(KM Zinnia - Hotel and Serviced apartment at CK-2, Kaushambi, Ghaziabad)

Affix the photograph of
the first Applicant with
signature across the
photograph

Affix the photograph of
the second Applicant
with signature across
the photograph

Signatures of First & Second Applicant

This Agreement is executed at _____ on this _____ day of _____, by and between:

M/s. KAJ Infrastructure Pvt. Limited, a company incorporated under the Companies Act 1956 and having its Registered Office at 151, Savita Vihar, Delhi-110092 with its Corporate Office at Expression Tower, Ground Floor, KB-34, Sector-14, Kaushambi, Ghaziabad, through its Authorized Signatory, **Mr. Karan Jain**, hereinafter referred to as “the Owner” or alternatively “the Developer”, which expression shall mean and include, unless the context otherwise requires or is repugnant thereto, its successors, nominees, assignees and administrators, of the one part;

AND

1. Mr. /Mrs. /Ms. _____, Son/Daughter/Wife of _____,
r/o _____;
2. Mr. /Mrs. /Ms. _____, Son/Daughter/Wife of _____,
r/o _____;

whose better particulars are given in **ANNEXURE 'A'** to this Agreement and hereinafter referred to as "the Allottee", which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective legal representative, administrators executors and successors) of the other Part.

OR

M/s _____ a sole proprietorship concern of Mr. / Ms. _____ (hereinafter referred to as "the Allottee" which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her their legal representative, administrators executors and successors) of the other Part.

OR

****M/s** _____ a partnership firm duly registered under the Indian Partnership, Act through its partner authorized by letter of authority dated _____ Shri/ Smt. _____ (Hereinafter referred to as "the Allottee" which expression shall unless repugnant to the context or meaning thereof be deemed to include all the partners of the partnership firm and theirs heirs, legal representatives, administrators, executors and successors) (Copy of the Authority letter signed by all Partners enclosed) of the other Part.

OR

****M/s** _____ a Company registered under the Companies Act,1956, having its registered office at _____ through its duly authorized signatory Shri/Smt. _____ authorized by Board resolution dated _____ (hereinafter referred to as "the Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors) (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association enclosed) of the other Part.

WHEREAS a (freehold) plot of land measuring 3026.23 sq. meters, situated at CK-2 at Kaushambi, Ghaziabad, Uttar Pradesh, India, hereinafter referred to as "the said Land" and more particularly written in the SCHEDULE – I hereunder, was purchased by one M/S RAJ HANS TOWER PRIVATE LIMITED, at having its registered office at M-33 (2nd Floor), Greater Kailash-I, New Delhi - 110048, from Ghaziabad Development Authority (hereinafter referred to as "GDA") by virtue of Sale Deed

dated 05-06-2006 executed by GDA and duly registered in the office of Sub-Registrar, Ghaziabad vide Registration No.6944 dated 05.06.2006;

AND WHEREAS the Developer purchased the said Land from the said M/s Raj Hans Tower Private Limited, vide Sale Deed dated 20th July, 2011, which document was duly registered with the Office of the Sub-Registrar, Ghaziabad on 20.07.2011 in Book No.1. Volume No.18149, Page Nos.367 to 1038 at Sl. No.17159 dated 20.07.2011;

AND WHEREAS the Developer, who thus became absolute and exclusive owner of the said Land, with intent to develop the same into Hotel and Suites, has got the Plans approved for development of the said land from the Authorities/Agencies concerned and commenced construction activity, on the said Land, hereinafter referred to as 'the said Project';

AND WHEREAS the Developer is a Group Company of K.M.Group which has the experience of managing Hospitality Industry. AND WHEREAS the Developer proposes to run the said Hotel and Suites under the brand of K.M. Group in the name of 'K.M. ZINNIA HOTEL and SUITES or through itself or any other designated agency/ operator.

AND WHEREAS with the above said objective the Allottee has approached the Developer for allotment of a suite/unit in the said Project;

AND WHEREAS simultaneously with providing such information, the Developer has also provided to the Allottee:

- an opportunity to inspect the title of the Developer to the said Land; Plans duly approved by the Competent Authorities/ Agencies;
- visit the Project Site to inspect the status of the project;
- relevant details relating to the Developer's proposal to run the Hotel and Suites in the said Project themselves or through an Operator;
- The rights of the Allottee to receive Assured Return as stated in this agreement.
- The obligation of the Allottee to abide by the Agreement to allow the Developer to operate the said project on its own or through an operator and the consequences (and hence liabilities) in case the Allottee breaches the agreement during the Agreement period.

AND WHEREAS the Allottee has availed such opportunity and is fully satisfied with regard to the title of the Developer; Developer's right to allot/sell the Suite/Unit(s) to the prospective allottee(s), construction being raised at the said project; arrangement the Developer is proposing to manage the project on its own or through an operator/ agency as a Hotel and Suites; and in case the unit is leased back to the Developer by the allottee, the consequences and obligations/liabilities of the Allottee in case he does not allow the Developer/Operator to run the unit so allotted to him as a Hotel and Suites;

AND WHEREAS the Developer has also explained the governing terms and conditions relating thereto, for allotment of a unit and the Allottee after considering and fully understanding and giving his irrevocable consent thereto, has opted for booking/allotment of a unit in the said Project;

AND WHEREAS the Allottee confirms and acknowledges that he is seeking the allotment of a unit in the said Project from the Developer after fully understanding and accepting the Standard Terms and Conditions of the Developer, as already made available earlier and duly incorporated/annexed to this Agreement, and further confirmed to the Developer that he is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Land, allotment of unit as well as the need to let the Developer/Operator to manage such unit as a Hotel and Suites, in the manner stated above and the consequences/liabilities that he may have to incur in case there is any breach of the terms of this Agreement (with regard to use of the unit as a Hotel and Suites in terms of this Agreement) during the Agreement Period;

AND WHEREAS the Allottee further confirms that he has been provided with the Standard Terms and Conditions as well as the terms and conditions of this Buyer Agreement prior to his seeking allotment and hence he has agreed to accept the allotment of a unit in the said Project on the terms and conditions set out in this Agreement;

AND WHEREAS pursuant to the confirmations, assurances, acknowledgments and acceptances, as stated above the Developer has accepted the said request of the Allottee and agreed to allot a Unit admeasuring tentatively _____ sq. feet super area. As discussed and agreed Unit no. and floor no. shall be be allotted at the time of handover of the unit to the allottee and the decision of the developer shall be final and binding, hereinafter referred to as "the Unit".

NOW THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

1. That the Developer hereby agrees to allot to the Allottee the said Unit (hereinafter referred to as 'the Unit') and the Allottee accepts such allotment on the terms and conditions set out in this Agreement, which have been mutually discussed and agreed upon between the Parties.
2. That the allotment of the Unit by the Developer to the Allottee is at the rate of Rs. _____ per sq. feet of super area.
- 2.1 That the Allottee agrees that for the purpose of calculating the allotment price of the said Unit, the Super Area shall be the sum of Carpet area of the said Unit and the pro-rata share of common areas in the entire said Building.

The super area of the said Unit shall mean and denote the covered area of the Unit inclusive of the entire area enclosed by its periphery walls including areas under walls, columns, half the area of walls common with other Unit, cupboards, lofts, balconies, etc. which forms integral part of said Suites and common area shall mean all such parts / areas in the said Building which the Allottee/occupant shall use by sharing with other Allottee including entrance, canopy and lobby, atrium, corridors & passages, (both open and covered), common toilets, security / fire control room(s), if provided, lift/escalator lobbies on all floors, lift shafts, all electrical, plumbing and fire shafts on all floors and

rooms if any, staircases, mummies, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the Basement to house services including but not limited to, electric substation, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment, circulation area, etc., shall be counted towards common area.

Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the Super Area of the said Unit, this has been done on account of the structural design of the building without which there can be no support to the unit. It is specified and agreed upon by the Allottee that it is only the inside space in the Unit that has been agreed to be allotted and inclusion of common areas in computation does not create any interest therein in favour of Allottee.

That the Super Area of the Unit mentioned above is tentative and is likely to vary upon completion of construction. Accordingly, the Parties shall measure the actual Super Area of the Unit upon completion of the construction and in case the actual Super Area is found to be at variance with the Super Area taken for calculating the consideration of the Unit, as above, the Parties shall pay/adjust the differential amount, calculated at the above referred rate per sq. feet as the basis.

That the Developer shall transfer to the Allottee undivided and impartible proportionate share in the land underneath the building in the same proportion which the super area of the Unit bears to the total super area of all the Units. The Allottee shall not be entitled to seek partition of the land underneath the project. The Allottee is aware that in no event shall it be entitled to seek sub division of land underneath the project and that utilization of specific portion of the project has been permitted to it by the Developer to obviate unnecessary controversy and to regulate the use of the space in the project. It is further clarified that the Developer shall have the absolute right to deal with or assign its interest in the car parking area in the Basement along with undivided proportionate share in the land over which the building has been constructed to any person/persons at its sole discretion.

3. That the said Unit shall be used only as a Hotel and Suites and in conformity with the terms of this Buyer's Agreement. In the event of handing over the physical possession of the Unit to the Allottee by virtue of termination of agreement period or as per provisions of Clause 11.2 hereafter, the Allottee shall not alter or change the use and shall not use the said Unit for any other purpose which may or is likely to cause nuisance or annoyance to occupants/lessees of other Units in the said Project or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Unit which tend to cause damage to any flooring or ceiling of any Unit over, below or adjacent to the Unit or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the building or any part thereof. The Allottee hereby agrees and undertakes to indemnify the Developer against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible.
- 4.1 That the Basements shall consist of car parking spaces and area earmarked to house services including but not limited to Electric Sub-station, Transformers, DG set rooms, under-ground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipments, circulation areas, etc. and other permitted uses as per zoning plan / building plans. Upon expiry or earlier termination of the Agreement Period and subsequent to handing over of the possession of the Unit in terms of provisions contained hereinafter, the Allottee shall be permitted to use the Basements in accordance with the use

permitted under the zoning plan/building plans approved by the Authorized Signatory, Town and Country Planning, Govt. of Uttar Pradesh, Ghaziabad Development Authority and subject to compliance with terms and conditions of this Agreement and shall not be allowed to be used for the purpose of Storage or any purpose other than specified above. The Allottee undertakes not to erect any partition or undertake any construction in the basements and shall keep the Developer indemnified and harmless against any breach / violation of the terms hereof.

- 4.2 That the basic sale consideration rate mentioned is all inclusive of finished Unit as per the specifications of the Developer/ Operator (brief details mentioned in Annexure C). The fire fighting equipments shall be provided in accordance with the National Building Code currently in force, the cost of which is included in the rate mentioned in Clause (1) supra. If however, due to any subsequent legislation / Government Order or directive or guidelines or change in the National Building Code or if deemed necessary at the sole discretion of the Developer, additional fire safety measures are undertaken, then the Allottee agrees to pay on demand within 30 days the additional expenditure incurred thereon on a pro-rata basis as determined by the Developer, which shall be final and binding on the Allottee.
5. That the Allottee has paid a sum of Rs. _____/- (Rupees _____ only), being part/full allotment price of said unit at the time of application, the receipt of which the Developer do hereby acknowledges. The Allottee shall and do hereby agree to pay the all other charges and taxes as described in the Schedule of Payments (Annexure - B) attached with this Agreement and in the manner specified therein. Payment of allotment price and other charges/dues as contemplated in this Agreement within the time period specified above by the Allottee is the essence of this agreement. That the Developer and the Allottee hereby agree that the amounts paid to the extent of 20% of the allotment price of the said Unit shall be treated as the earnest money.
6. That the Allottee shall make all payments through A/C Payee Cheque(s) /Demand Draft(s) in favour of the M/s KAJ Infrastructure Pvt. Ltd., payable at Ghaziabad/Delhi.
7. That the time of payment of installments as stated in Schedule of Payment (**Annexure - B**) and applicable taxes, stamp duty, registration fee, and other charges payable under this Agreement, as and when demanded, is the essence of this Agreement.
8. That it shall be incumbent on the Allottee to comply with terms of payment and/or other terms and conditions of this agreement failing which the Developer shall be at liberty to forfeit the entire amount of earnest money as well as interest over unpaid installments (calculated at 15% per annum from the date the installment became due for the first 30 days of default and thereafter rate of interest would be charged at 18% p.a. till the realization of payment) and whereupon this Agreement shall stand cancelled and the Allottee shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Unit and forfeit the earnest money amount. The Developer shall thereafter be free to re-allot and/or deal with the said Unit in any manner whatsoever, at its sole discretion. The amount(s) if any, paid over and above the earnest money shall be refunded to the Allottee by the Developer only after realizing the amounts on resale, without any interest or any compensation of whatsoever nature, but after adjusting any amount(s) that may be due and payable by the Allottee to the Developer in terms of this Agreement. The Developer shall have first lien and charge on the said Unit for all its dues and other sums payable by the Allottee to the Developer under this agreement. The payments made by the

Allottee shall be refunded in the same manner as set out in this clause notwithstanding the fact that the Allottee may himself voluntarily request for cancellation of his allotment. In such event of voluntary cancellation also the earnest money shall be liable to be forfeited and refund if any shall be made as set out in this clause.

9. That it is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Developer to send demand notices/reminders regarding the payments to be made by the Allottee as per Schedule of Payments (Annexure - B) and that without prejudice to what has been stated in the preceding clause, the Developer may at its sole discretion waive the breach of Agreement committed by the Allottee in not making the payments at specified time but on the condition that the Allottee shall pay interest at 15% per annum from the date the installment became due for the first 30 days of default and thereafter rate of interest would be charged at 18% p.a. till the realization of payment and such other penalties as the Developer may impose. The discretion for termination of agreement or acceptance of delayed payment along with interest shall exclusively vest with the Developer. Any indulgence shown by the Developer shall not prejudice the rights of the Developer for subsequent defaults.
10. That the External Development Charges (EDC) and Internal Development Charges (IDC), if and as may be levied by the Ghaziabad Development Authority or such other Authority and the Allottee agrees to pay the pro-rata amount, when a demand in this regard is raised upon the Allottee by the Developer or its designated agency.

11. **Assured Return on Investment**

The Developer has offered to the Allottee to pay the Assured Return @ _____ per month, subject to applicable taxes deducted as source) on the receipt of full basic sales consideration amount as per the agreed payment plan (Annexure B). As mentioned above, Assured return for the suite will be payable upto possession of the unit from the date of signing of this agreement and furthermore the Developer offers the Allottee to opt for any of the following two options thereafter:

- 11.1 (a) The Allottee may occupy the said Suite for its own use and the Allottee would be required to pay the Maintenance Charges and any other applicable charges as fixed by the Developer from time to time and shall adhere to the Rules and Regulations as made applicable for the Complex. In this case, other charges (as mentioned in Annexure B) will be payable at the time of possession of the Unit
- (b) (i) To lease out to the Developer the unit/suit for managing the same on revenue sharing basis in the ratio of 50:50 basis of the average room revenue of the Hotel, net of taxes. In this case, out of other charges (as mentioned in Annexure B), Capital Replenishment Fund and Car Parking charges will be payable at the time of possession of the Unit. The Allottee will not be liable to pay Interest Free Maintenance Security and Club Membership charges as long as the Unit continues to be leased on Revenue Sharing basis.

In the event any service tax or other levies, duties or cess are payable on the amount payable by the Developer to the Allottee on Assured Return or any property tax relating to the said Unit is payable, the same shall be the responsibility and obligation of the Allottee. If and when demanded by the Developer, the Allottee shall furnish proof of payment of such taxes etc. In case the Allottee fails to pay and/or provide the relevant documentary proof in respect of payment of such taxes etc., then the

Developer shall have the right to make such payment, for and on behalf of the Allottee and adjust the amount(s) so paid from the amounts payable to the Allottee.

12. **Terms for Operating the Unit(s):**

12.1 **Use:**

- a) In case the said apartment / unit is leased back to the Developer as per the provisions of Clause No. 11.1 mentioned above, It is agreed that the Unit being developed by the Developer in the said Project shall be run and operated as Hotel and Suites by the Developer or its appointed operator/ agency.
- b) The Developer shall have the right and discretion to agree upon such terms and conditions with the Operator/ Agency (if appointed) and enter into such Agreement(s) as it may think fit and appropriate in the circumstances of the case.
- c) The Allottee shall not interfere with such rights of the Developer and/or with the operation, management and maintenance of the Hotel and Suites and his rights in the said Unit shall be restricted to receiving the return (if leased back to the Developer as per the provisions of Clause No 11), as stated hereinafter, during the Agreement Period (or such part thereof).

12.2 **Term:**

- a) In case the Allottee chooses to opt for the proposal as mentioned clause no 11.1 hereinbefore, the minimum duration of the agreement would be 5 years during this period so chosen would be termed as the 'Agreement Period'.
- b) In case it is decided to renew/extend the use of the said Unit as a Hotel and Suites for a further term of _____ years, each the Allottee agrees to renew/extend the use of the said Unit as a Hotel and Suites, if the Developer so desires. In case the Developer wishes to have the term extended in the manner stated above, it shall cause a written notice served upon the Allottee at least 03 months prior to the expiry of the respective term(s). In the event the Developer communicates such decision, then and in that event the Allottee shall come forward and execute a fresh Agreement on same terms and conditions for further period(s) of _____ **years** each, as stated above.
- c) In case it is decided not to extend the term beyond the initial or extended term of the Agreement then the Developer shall hand over the possession of the Unit to the Allottee, in the manner stated above; upon handing over the possession of the Unit on "as-is-where-is" condition, the Allottee shall use the same in conformity with the other terms of this Agreement as well as any restrictions or conditions imposed by the Government and Statutory Authorities, include GDA. At the time of Handover of the Unit, the Allottee will be liable to pay Interest Free Maintenance Security and Club Membership Fee, as applicable.
- d) Upon expiry or termination of the Agreement, as provided above, the Developer shall not be liable to pay any return to the Allottee.

12.5 Sale/Transfer of the said Unit:

- a) In case the Allottee wishes to transfer allotted apartment, transfer charges @ _____/- per sq. ft shall be payable by the Allottee.
- b) In case the Allottee or any of his successors sell, transfers or otherwise alienate or attempts to alienate the said Unit, in a manner contrary to the terms of this Agreement, then the Developer shall have no obligation to recognize such transfer, sale or alienation of the said Unit. This shall be without prejudice to the rights of the Developer to claim any compensation in case Unit in reference is taken out of the purview of this Agreement during the Agreement Period. The Allottee agrees and hence undertakes to pay to the Developer all losses/ damages that the Developer may suffer due to such breach by the Allottee;

12.6 Maintenance of the Unit during Agreement Period:

- a) During the Agreement Period as per the provisions of clause no 11.1, the Developer shall be responsible for providing maintenance of the said Unit, along with other Units forming part of the Hotel and Suites, in accordance with the terms agreed upon with the Operator or as decided by the Developer
- b) In addition to the Developer's rights of unrestricted usage of all common areas and facilities and parking spaces for providing necessary maintenance services, the Allottee agrees not to enter the project unless the Developer has given its specific written consent to the Allottee. The Developer shall have the right to refuse such consent as the Hotel and Suites are to be let out to third parties.

12.7 Correspondence/Interaction relating to the Unit during the Agreement Period:

- a) During the Agreement period as per the provisions of clause no 11.1, the said Unit shall remain in the possession of the Developer, the Allottee shall address all his/ their communications in respect of any matter relating to the said Hotel and Suites to the Developer.
- b) The Allottee agrees and undertakes not to interact or address any communication to the Operator, Maintenance Agency or Occupant of the Hotel and Suites in respect of any matter relating to the Unit and the Allottee's privity in respect of the Unit shall be with the Developer only. Accordingly, neither the Operator/Maintenance Agency/Occupant nor the Developer shall not be responsible or liable to respond to any communication sent to any person other than the Developer in respect of any matter relating to the said Unit.

12.8 Mortgage/creation of Charge of the Unit during Agreement Period:

- a) The Allottee shall not mortgage or create any third party interest in the Unit without the express written consent of the Developer.
- b) Even in case any consent to mortgage the said Unit is given or in case the Allottee mortgages the Unit without consent of the Developer, the rights of the Developer under this Agreement shall be paramount to any rights created in favour of such mortgagee.

12.9 Payment of Electricity/Water charges:

- a) Subject to the provisions clause No 11.1, the electricity and water charges during the Agreement Period shall be borne and paid by the Developer.

12.10 Contribution to Corpus:

- a) The Allottee shall contribute predetermined one time IFMS and capital replishment charges @ Rs. _____ per sq.ft and Rs. _____ per sq.ft respectively as his contribution towards the Corpus to be set up by the Developer to meet any capital expenditure related to replacement/repair or purchase of any new equipment required to manage the Units in the said Project as Hotel and Suites. In case the amount contributed towards corpus is found to be insufficient to meet such expenditure, the Allottee shall make appropriate contribution upon receiving a written communication from the Developer to this effect.
13. That the Developer shall, under normal conditions, complete the Unit as per the plans designs and specifications seen and accepted by the Allottee with such additions, alterations, deletions and modifications in the layout and building plans including the number of floors as the Developer may consider necessary or may be required by any Competent Authority to be made in them or any of them while sanctioning the building plans or at any time thereafter. The Allottee agrees that no future consent of the Allottee shall be required for these purposes. Alterations may inter alia involve all or any of the changes in the said Unit such as change in position of the said Unit, change in its dimensions, change in its area or change in its number or change in the height of the building. In order to implement all or any of the above changes, supplementary sale deed or deeds, if necessary will be got executed and registered by the Developer in case a sale deed has already been executed and registered in favour of the Allottee. If, as a result of the above mentioned alterations, there is either a reduction or increase in the super area of the said Unit or its location, no claim monetary or otherwise will be raised or accepted except that the agreed rate per sq. Feet and other charges will be applicable for the changed area i.e., at the same rate at which the said Unit was allotted and accordingly, as a consequence of such reduction or increase in super area, the Developer shall be liable to refund without interest only the extra price and other pro-rata charges recovered or shall be entitled to recover from the Allottee additional price and other proportionate charges without interest as the case may be. However, the Allottee shall be liable to pay interest over the additional price once the period for payment of the same as communicated by the Developer has expired.
 14. That the development of the said Unit shall be completed within _____ months from the date of this Agreement. The physical possession of the Unit shall be given in the manner stated in Clause 11.2 above. If 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 a dispute with the construction agency employed by the Developer, lock out or departmental delay or civil commotion or by reason of war or enemy action or terrorist action or earthquake, storm, floods, tempest or any act of God or any other reason beyond the control of the Developer, the Developer shall be entitled to extension of time for delivery of the said Unit. The Developer 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 Developer so warrant, the Developer may suspend the Scheme for such period as it might consider expedient. In case the Developer is unable to complete the project on account of any law passed by the legislature or any other government agency, in that event

the Developer if so advised, shall be entitled to challenge the validity, applicability and /or efficacy of such legislation, rule, order and / or bye law by instituting appropriate proceedings before court(s), tribunal(s) or authorities. In such situation, the amounts paid by the Allottee shall continue to remain with the Developer and the Allottee shall not be entitled to initiate any proceedings against the Developer for delay in execution of the project. It is specifically agreed that this agreement shall remain in abeyance till final determination of such matters / cases by appropriate court (s) / tribunal (s) / authorities. In case, the Developer succeeds in its challenge to the impugned legislation / rule / order and / or bye-law, in that event, this agreement shall be revived. In case, the Developer is unsuccessful in its challenge to the impugned legislation / rule / bye law, in that event the Developer shall refund without any interest or compensation and in such reasonable manner as may be decided by the Developer the amounts paid by the Allottee. The decision of the Developer in this regard shall be final and binding on the Allottee.

15. Conditions Applicable for the Unit in case of Option 11.2 and post-Agreement Period:

The following conditions will specifically be applicable after the Agreement Period, when the physical possession of the Unit rests with the Allottee:

- a) The Developer and the Allottee shall enter into an Agreement for providing Maintenance Services for the said Unit, on lines similar to the one agreed upon by the Developer with the other Allottees of the other Units.
- b) The terms and conditions of such Maintenance Agreement shall be decided upon after considering the prevailing conditions and the applicable laws.
- c) That the Allottee shall not be entitled to install its personal/ individual generators for providing power back up to the unit agreed to be allotted to the Allottee.
- d) The Allottee further undertakes, assures and guarantees that he will not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Building or common areas but only at the places (if any) provided by the Developer for the same. Further, the Allottee agrees to get prior approval of the Developer in writing in respect of format, type, design, size and lettering of the aforesaid sign-board/name-plate, neon-light, publicity material or advertisement material etc. intended to be displayed on the entrance of the Unit inside the building or when permitted by the Developer outside the building. The Allottee shall also not change the colour scheme of 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 provisions of this clause are equally applicable to and enforceable against all occupiers and/or subsequent Allottee of the said Unit. The Non-observance of the provisions of this clause shall entitle the Developer to enter the Unit, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee shall carry out day-to-day maintenance of the Unit and fixtures and fittings installed therein including painting, polishing of interiors of the Unit at its own cost.
- e) That the Project being a planned one it is essential that the Allottee use the Unit only in the manner provided in this Agreement. The unauthorized change of user would not only ruin the image of the project but would also adversely prejudice the rights and interests of other Allottees of the building.

The same would also seriously impair the cleanliness of the project and would create hurdles in its maintenance. On this account constraints have been incorporated in this agreement pertaining to use of site by various Allottee.

- f) That for the period subsequent to the Agreement Period, the Allottee shall also pay before the due date, one time meter hire/ installation charges and bills of consumption of electricity/ power back up as recorded in the meters provided separately for recording the consumption of power and electricity in the Unit. The Developer may at its absolute discretion install separate meters for recording the consumption of electricity/ power back up. In the event, there is a common meter(s) for common services and the consumption of electricity by the Allottee, then it shall be payable within 7 days from the date of bill to the Developer, the proportionate power and electricity charges calculated on the basis of super built up area of the said Unit. The rates of electricity would not be more than the then rates applicable in Ghaziabad to HT Consumers by the UPPCL or any other Authority responsible for electricity at that time. The power back up charges shall be determined by the Developer taking into account the expenses incurred in operation of DG sets, man power used in operating the same and for meeting other connected expenses. The Allottee shall not be entitled to use and utilize any electricity / power back up facility unless and until it has paid the entire amount outstanding and payable to this account along with maintenance charges, interest/penalty etc. In the event of non payment of outstanding charges the Developer shall be entitled to disconnect the electricity supply/power back up facility.
- g) The infrastructure created and the corpus (if any amount is left therein) shall be passed on to the maintenance agency to be appointed post Agreement Period. If no such agency is appointed then these shall be handed over to any Association formed by a majority of the Allottees of the Units in the said Project.
- h) That the service areas, if any, as may be located within the Allotted Area shall be earmarked by Developer /Maintenance Agency to house services including but not limited to Electric Substation, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per zoning Plans/Building Plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Developer /Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by Allottee.
- i) That the liability to pay electricity meter installation charges, pay the maintenance charges, electricity and water charges in respect of the said Unit shall always be that of the Allottee and shall be liable to pay the maintenance charges as per provisions of the preceding Clauses.
- j) That the Allottee hereby undertakes that he shall comply with and carryout, from time to time, after he/they has been put in possession of the said Unit all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority/Municipal Authority/Government or any other Competent Authority including maintenance agency in respect of the said Unit /Building and/or the said Plot on which the said Building is situated at his own cost and keep the Developer indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

16. That it is mutually agreed that the possession of the common area in the building as well as the said Land shall remain with the Developer, whose responsibility will be to maintain and upkeep the same during the construction stage as well as during Agreement Period and that the common areas shall be maintained by the Developer in terms of Uttar Pradesh Apartment Ownership Act and the Rules made there under, including any new enactment or amendment(s) thereto.
17. That so long as the Unit remained in possession of the Developer, the Allottee shall not raise any issue with regard to maintenance of the Hotel and Suites or the common areas or invoke the provisions of UP Apartment Ownership Act and the Rules made there under.
18. That after the expiry of the Agreement Period, the Allottee and the persons claiming through him/them shall be bound by terms and conditions (including the terms that may be prescribed for maintenance of the Units) recited in this Agreement.
19. That since the said Unit hereby agreed to be allotted is a part of Building and it is in the interest of all the Allottee /Occupiers that some safeguards be provided to prevent the unauthorized persons to enter into the Unit/building, including the common areas and to give an effective hand to the Developer or its Nominee including any Body or Association of the Intending Allottee constituted in accordance with provisions of UP Apartment Ownership Act to deal with such unlawful entrants /peddlers etc. and also to enable the Developer or its nominee including any other Body or Association of the Allottees in particular and Owners/lawful Lessees of the various Hotel and Suites in general, to deal more effectively with the security of the Unit /Building and maintenance of order therein, the entry be regulated. For this purpose, the Allottee agrees that the Developer or its Nominee including any other Body or Association of the Allottee constituted in accordance with provisions of UP Apartment Ownership Act shall be free to restrict the entry of anyone into the building that it considers undesirable. In case of insistence, the security staff of Building will be at liberty to call upon the Allottee /lawful tenant/Lessee of the said Unit to come to the gate to personally escort the persons from the gate to his Unit 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 Developer or its Nominee including any other body or Association of the Allottee(s).
20. Upon expiry or earlier termination of the Agreement Period and handing over of the Unit in terms of provisions contained hereinafter, the Allottee shall be permitted to use the Basements in accordance with the use permitted under the zoning plan /building plans approved by the Authorized Signatory, Town and Country Planning, Govt. of Uttar Pradesh, Ghaziabad Development Authority and subject to compliance with terms and conditions of this Agreement and shall not be allowed to be used for the purpose of Storage or any purpose other than specified above. The Allottee undertakes not to erect any partition or undertake any construction in the basements and shall keep the Developer indemnified and harmless against any breach / violation of the terms hereof.
21. That it is expressly understood that the internal security of the said Unit and the men/ materials kept therein and their safety are the sole responsibility of the Allottee.
22. Upon the handover of the unit to the allottee, the Developer shall provide to the Allottee all the drawings and diagrams pertaining to electrical wiring, air conditioning distribution lay out and fire alarm diagrams prior to their occupying the said Unit, at the time of handing over the physical

possession of the said Unit. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment / service of the Complex.

23. General terms and conditions:

- a) That it is mutually agreed that the possession of the common area in the building as well as the said Land shall remain with the Developer, whose responsibility will be to maintain and upkeep the same during the construction stage as well as for the period the said Unit is on lease with the Developer and that the common areas shall be maintained by the Developer in terms of Uttar Pradesh Apartment Ownership Act and the Rules made thereunder, including any new enactment or amendment(s) thereto.
- b) That the Allottee agrees to pay on demand Govt. rates, taxes, or cesses of all/any kind whatsoever including Wealth Tax if applicable, whether levied or leviable now or in future on the land and the Building as the case may be from the date of booking of the said Unit and the same shall be paid by the Allottee in proportion to the Super Area of its Unit. Such an apportionment shall be made by the Developer or its Nominee including the Association of the Allottee constituted in accordance with provisions of UP Apartment Ownership Act or any other Body as the case may be, and the same shall be conclusive, final and binding upon the Allottee. Further the Allottee shall be liable to pay House Tax/Property Tax, Fire fighting Tax or any other Fee or Cess as and when levied by a local Body or Authority and so long as the Unit under the occupation of the Allottee is not separately assessed to such taxes. The aforesaid fee, taxes or cess, shall be paid by the Allottee on pro-rata basis as determined by the Developer or its Nominee including any other Body or Association of the Allottee constituted in accordance with the provisions of UP Apartment Ownership Act and determination referred to above shall be final and binding upon the Allottee. These taxes shall be paid by the Allottee irrespective of the fact whether the maintenance is carried out by the Developer or its Nominee including any other Body or Association of the Allottee constituted in accordance with provisions of UP Apartment Ownership Act.
- c) That the structure of the Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or its Nominee including any other Body or Association of the Allottee referred to above on behalf of the Allottee but contents of each Hotel and Suites shall be got insured by the Allottee as his own cost. The Allottee 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.
- d) That the Allottee shall pay, as and when demanded by the Developer, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed in favour of the Allottee. Sale deed shall be executed and registered after obtaining occupation certificate by Developer from concerned agency. Sale deed shall be executed and got registered after receipt of full price, other dues and said charges and expenses (including interest) from the Allottee in respect of the said Unit.
- e) That the Allottee hereby covenants with the Developer to pay from time to time and at all times the amounts which the Allottee is liable to pay as agreed under this Agreement and to observe and perform all the covenants and conditions contained in this agreement and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against the said payments and

observance and performance of the said covenants and conditions and also against any loss or damages that the Developer may suffer as result of non-payment, non-observance or non-performance of the said covenants and conditions.

- f) That the Allottee agrees and undertakes to pay the Service Tax or any other tax levied by the Central, State or any local Government or Statutory Authority on the development and transfer of the Unit by the Developer to the Allottee.
- g) That the specifications and information as to material to be used in construction of the Unit as conveyed by Developer and agreed to by the Allottee are tentative and that the Developer shall be at liberty to make such variations and modifications therein as it may deem fit and proper or as may be done by architect / any Competent Authority and that the Allottee agrees not to object to such variations and modifications.
- h) That the Allottee and the persons to whom the said Unit or part thereof is let, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Developer and/or the Allottee in the said Building.
- i) That all notices to be served on the Developer as contemplated in this Agreement shall be deemed to have been duly served if sent to the first named Allottee or the Developer by-paid Registered Acknowledgement Due Post/Speed Post at their respective addresses specified below:

Developer

M/s. KAJ Infrastructure Private Limited,
Expression Tower, Ground Floor,
KB-34, Kaushambi, Ghaziabad

Allottee(s)

- j) It shall be the duty of the Allottee to inform the Developer of any subsequent change in the above address by Registered AD Post/Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee.
- k) That in case there are Joint Allottee, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him. Such dispatch of correspondence shall be valid and for all purposes be considered to be addressed/ served on all the Allottee.
- l) That the Allottee, if resident outside India shall solely be responsible for complying with the necessary formalities as laid down in FEMA and other applicable laws including that of remittance of payment and for acquisition of the immovable property in India. The Allottee shall furnish the declaration as

required under law. In case there is any change in the residential status of the Allottee, subsequent to the signing of this Agreement, the same shall be intimated to the Developer immediately.

- m) That if the Allottee has to pay any commission or brokerage to any person for service rendered by such person to the Allottee whether in or outside India for acquiring the said unit for the Allottee, the Developer shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said Unit.
- n) That failure of the Developer to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision strictly.
- o) As already brought out hereinbefore, it is expressly understood that the internal security of the said Unit and the men/ materials kept therein and their safety are the sole responsibility of the Allottee.
- p) That if any, provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended 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.
- q) That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising there under in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers and/or subsequent Allottee of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
- r) That this Agreement is the only Agreement touching upon the purchase of the said unit by the Allottee and supersedes any other agreement or arrangement whether written or oral, if any, between the parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the Developer, shall not be binding on the Developer.
Any amendment to this Agreement shall be binding only if it is signed by the Parties and duly appended to this Agreement.
- s) That 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.
- t) That the Allottee shall indemnify and hold harmless the Developer from and against any damages, direct or indirect, including without limitation, to reasonable Attorney's fees and court costs, incurred by the Developer as a result of the non-compliance of any of the provisions of the terms of this Agreement as well as other applicable Agreements and the applicable laws, rules, regulations and bye-laws.
- u) That in the event of any dispute or difference between the Parties with regard to performance of their respective obligations under this Agreement or any issue or claim arising out of this Agreement shall be referred to and resolved through arbitration by a sole arbitrator. Any aggrieved party may invoke the arbitration and send a notice to the Managing Director of the Developer seeking reference of disputes to arbitration by an arbitrator. Within 30 days of receiving such a notice, the Managing Director of the

Developer shall appoint a retired Judge of a High Court as the sole arbitrator. The arbitrator shall give a reasoned award and the arbitration proceedings shall be held in Ghaziabad and the Courts in Ghaziabad/Uttar Pradesh shall have jurisdiction in respect of matters arising out of this Agreement, Arbitration Proceedings as well as any Award given by the Sole Arbitrator. The provisions of the Arbitration and Conciliation Act 1996 shall apply to such arbitration.

- v) That, if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provision, shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to that 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. However no such amendment/ alteration/ deletion/ addition etc shall be so construed to the detriment of the Developer. Any such term so construed, if found against the interests of the Developer, will be considered abrogated.
- w) That, 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. The recitals, schedules and annexure in and to these presents form an integral part thereof, and in the interpretation of these presents and matters relating to this Lease agreement, these shall be read and construed in their entirety.
- x) That all the Documents/ Agreements/ Contracts, Memorandum of Understanding or any other document, if any, entered between the parties to this agreement or between other parties and any party to this agreement or in respect of the unit, shall be considered expired, null and void, infructuous, invalid, unenforceable henceforth.
- y) With respect to the provisions herein:
 - The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or Persons or circumstances except as the context otherwise requires;
 - Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same;
 - The Schedules and Annexures annexed to these Standard Terms & Conditions form an integral part hereof;

IN WITNESS WHEREOF, the parties hereto have set their hands and seal to these presents on the day, month and year first above written in presence of the following witnesses:

Witnesses:

1.