



**burman**

*Pride of Ownership*



Agreement for Sale  
for Retail Space in  
Gurgaon Spectrum Centre



# AGREEMENT FOR SALE

RETAIL SPACE  
GURGAON SPECTRUM CENTRE,  
SECTOR-82A, GURGAON, HARYANA, INDIA





## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, at Gurgaon, Haryana

### BY AND BETWEEN

Burman Estate Private Limited ("Promoter") a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4th Floor, Punjabi Bhawan, 10 Rouse Avenue, New Delhi-110002 and Project office at Village Shikohpur, Sector-82A, Gurgaon (CIN U70109DL2007PTC171515), PAN No.AACCD7535J, represented through its authorized signatory, \_\_\_\_\_, authorized by way of board resolution dated \_\_\_\_\_, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

### AND

[If the Allottee is a company]

\_\_\_\_\_, (CIN \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

### [OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their assigns).

### [OR]

[If the Allottee is an Individual]

1. Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),
2. Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

3. Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

"Agreement" shall mean this Agreement including all recitals and schedules attached hereto.

"Apartment Act" shall mean The Haryana Apartment Ownership Act, 1983.

"Association" shall mean the association registered as a society comprising the owners in the Serviced Apartment Building or parts thereof to be formed in due course pursuant to the provisions of the Apartment Act.

"Authority" shall mean the Haryana Real Estate Regulatory Authority.

"Booking Amount" shall have the meaning ascribed to it in Clause 1.10 of this Agreement.

"Carpet Area" shall mean and include the net usable floor area of a retail space, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of such retail space. Exclusive balcony or verandah area shall mean and include the area of the balcony and verandah, as the case may be, which is appurtenant to the net usable floor area of a retail space, meant for the exclusive use of the Allottee and exclusive open terrace shall mean and include the area of open terrace which is appurtenant to the net usable floor area of such retail space, meant for the exclusive use of the Allottee.

"Common Areas" shall mean all such parts/areas in Gurgaon Spectrum Centre, as specified by the Promoter, in the Declaration (filed or to be filed) or as per applicable Laws. More specifically, these shall be all such areas (except areas specifically excluded or

otherwise reserved herein as retained in the ownership of the Promoter or the Association, subject to applicable Laws) as stated hereunder and which the Allottee shall use on a shared, non-exclusive basis generally with all the other occupants of Gurgaon Spectrum Centre along with the limited common areas exclusive to a smaller subset of occupants amongst the allottees including those managing the serviced apartments. Such Common Areas shall also include corridors, passages, refuge areas, atrium, entry and lobbies, AHU rooms, security/fire control room(s), all electrical rooms, equipment storage spaces, boiler shafts, staircases, munties, water tanks and other support services.

“Conveyance Deed” shall mean deed of conveyance which shall convey the title of the Retail Space in favour of the Allottee in accordance with this Agreement.

“Declaration” shall mean the declaration (including any amended declaration) filed or to be filed under the Apartment Act, with the competent Government Authority, with regard to the Serviced Apartment Building.

“DGTCP” shall mean the Director General, Department of Town and Country Planning, Haryana, and any other relevant officer exercising his powers.

“FAR” shall mean floor area ratio.

“Floor Plan” shall mean the Floor Plan of the Retail Space as depicted in Schedule B to this Agreement.

“Force Majeure” shall mean any unforeseen event or situation beyond the reasonable control of the Promoter, by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite adoption of reasonable precautions and/or alternative measures, have been prevented, or caused to have been prevented, and which prevents, impairs or adversely affects the Promoter’s ability to perform its obligations under this Agreement, and which events and circumstances shall include but not be limited to (a) acts of God, i.e. fire, drought, flood, earthquake, storm, cyclone, epidemics, natural disasters or deaths or disabilities; (b) explosions or accidents, air crashes and shipwrecks; (c) strikes or lockouts or industrial disputes; (d) erratic supply or non-availability of cements, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries or otherwise; (e) war and hostilities of war, riots, terrorist attacks, insurgency or civil commotion; (f) non-grant, refusal, delay, withholding, cancellation of any approval from any Government Authority or imposition of any adverse condition or obligation in any approvals from any Government Authority, including any delay beyond the control of the Promoter, in issuance of the Occupation Certificate and/or any other approvals/certificate as may be required; (g) any matter, issues relating to approvals/ permissions, circulars, notices or notifications issued by a competent Government Authority, becoming subject matter of any suit/ writ before a court or tribunal; (h) the promulgation of or amendment in any law, rule or regulation or the issue of order or direction from any Government Authority, court or tribunal that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement; (i) economic recession; (j) any event or circumstances analogous to the foregoing.

“Government Authority” or “Government Authorities” shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Government of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the Land.

“Infrastructure Charges” shall mean the amount payable by the Allottee, on account of the following:

- (i) Infrastructure Augmentation Charges and/or any enhancements thereof;

- (ii) Any charges for executing the external infrastructure work/facilities/services, in addition to the external development charges, on account of the acquisition/development of a road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations or for the laying out/re-location of transmission lines, or for any other similar infrastructural work/facilities/services, as the DGTCP or other Government Authority, may in the future, assign to the Promoter;
- (iii) The cost of such other development works as may be undertaken by the Promoter, that are not specifically charged elsewhere;
- (iv) Interest paid on EDC/IDC to the government and carrying cost on the fund deployed by the Promoter for the above mentioned charges at the rate of 15% per annum.

"Laws" shall mean and include all laws of India and of any other applicable jurisdiction including all statutes, enactments, acts of legislature or the parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, circulars, directions, directives and orders of any Government Authority or person acting under the authority of any Government Authority and/or of any statutory authority, whether in effect on the date of this Agreement or thereafter.

"Land" shall have the meaning ascribed to it in Recital A of this Agreement.

"Layout Plan" shall mean the internal layout plan of the Serviced Apartment Building with in its peripheral boundaries.

"License" shall have the meaning ascribed to it in Recital B of this Agreement.

"Maintenance Agency" shall have the meaning ascribed to it in Clause 11 of this Agreement.

"Parking Space(s)" shall have the meaning ascribed to it in Clause 1.14 of this Agreement.

"Payment Plan" shall have the meaning ascribed to it in Clause 1.4 of this Agreement.

"Project" shall have the meaning ascribed to in Recital B of this Agreement.

"Retail Space" shall have the meaning ascribed to it in Recital G of this Agreement.

"Regulations" shall mean the regulations made under the Real Estate (Regulation and Development Act, 2016.

"Rules" shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017.

"Section" means a section of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

"Serviced Apartment Building" shall have the meaning ascribed to in Recital B of this Agreement.

"Serviced Apartment Building Plans" shall mean the building plans of the Serviced Apartment Building as submitted/ as approved by the concerned authority and shall include all subsequent revisions thereof.

"Super Area" of a retail space shall mean the entire covered area on respective floor including Common Area on the particular floor plus the proportionate share of Common Areas such as; passage, staircase, lifts, lift lobbies, substation, DG room, electric/



fire control room, pump room, underground water tank, AHU rooms, 25% area of exclusively attached terraces and 50% of exclusive attached architectural projections/ covered balconies etc.

"Taxes" shall mean taxes, cesses, fees and/or surcharges paid or payable by the Promoter to the Government or any other statutory authority and/or designated agency if any prescribed by the Government by way of property tax, wealth tax, VAT, state sales tax, central sales tax, works contract tax, G.S.T., Service Tax, labour cess, education cess or any other taxes and/or cesses by whatever name called as may be applicable, levied or charged or to be levied or charged in connection with the construction of Serviced Apartment Building and/or the Project now or in future or any increase thereof.

"Total Price" shall have the meaning ascribed to it in Clause 1.2 of this Agreement.

"Total Sale Consideration" shall have the meaning ascribed to it in Clause 1.12 of this Agreement.

"Transfer" shall have the meaning ascribed to in Clause 23.2, 23.1 of this Agreement.

WHEREAS:

- A. The Promoter is the absolute and lawful owner and in possession of land bearing khasra nos./survey nos. 614, 615, 616, 617, 641 and 642 admeasuring 4.4375 acres situated at Sector 82 A, Gurgaon ("Land") vide sale deed(s) dated 20.02.2008 registered as document(s) no. 5116 at the office of the Sub-Registrar;
- B. The Promoter has obtained the requisite license from the Director General Town and Country Planning, Haryana, Chandigarh ("DGTCP") dated June 28, 2008, bearing no. 135/2008 ("License") to develop a commercial colony on the Land under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975. The project referred to as 'Gurgaon Spectrum Centre'(hereinafter referred to as the "Project", shall comprise of the following components:(i) Serviced Apartment Building (hereinafter referred to as the "Serviced Apartment Building"), comprising of (a) 200 or more serviced apartments from the third floor upwards to the seventeenth floor, (b) a multi-retail area consisting of 50 or more retail spaces from the ground to the second floor; and (ii)high street retail, office spaces or as may be developed by the Promoter at its discretion, in terms of the License and the applicable Laws, either in a phased manner or otherwise;
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Land on which Project is to be constructed have been completed;
- D. The Directorate of Town and Country Planning, Haryana has granted the commencement certificate to develop the Project vide approval dated 28.06.2008 bearing registration no. 135 of 2008;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project, from Directorate of Town and Country Planning, Chandigarh. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ [OR] The Promoter shall register the Project under the provisions of the Act with the



Haryana Real Estate Regulatory Authority and shall intimate the date of registration and registration number to the Allottee;

- G. The Allottee had applied for a retail space in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ for allotment of a retail space no. \_\_\_\_\_ on \_\_\_\_\_ floor of the Serviced Apartment Building, having Carpet Area (defined hereinafter) of \_\_\_\_\_ square feet or thereabouts approximately, along with open parking/covered parking and pro rata share in the Common Areas (as defined under clause (n) of Section 2 of the Act) (hereinafter referred to as the "Retail Space more particularly described in Schedule A and the floor plan of the Retail Space is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Retail Space and the open or covered parking as the case may be.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Retail Space as specified in Recital G.

1.2 The total price for the Retail Space based on the carpet area is (Rupees \_\_\_\_\_ only) ("Total Price"). The break up of the Total Price is as follows:

It is hereby clarified as follows:

Block No. : _____	Rate
Retail Space No. : _____	
Type : _____	
Floor : _____	
Total (in Rupees)	

[AND] [if/as applicable [Yes/No]

Open/Covered parking - 1	
Open/Covered parking - 2	
Total (in rupees)	

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Retail Space;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of value added tax, service tax and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called), up to the date of handing over the possession of the Retail Space to the Allottee and the Project to the Association or the competent authority, as the case may be, after obtaining the completion certificate:  
 Provided that in case there is any change / modification in the Taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification;  
 Provided further that if there is any increase in the Taxes after the expiry of scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Retail Space includes recovery of price of land, construction of Retail Space and also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Retail Space, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee shall make the payment as per the [comfort plan / assured payment plan] as set out in Schedule 'C'

("Payment Plan"). [In terms of the assured payment plan, the Allottee shall be entitled to an assured return of Rs. \_\_\_\_\_ per month till offer of possession]

- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Retail Space, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such changes or alterations as per the provisions of the Act or to comply with any other applicable Laws.
- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate is granted by the competent authority. The total price payable for the Retail Space shall be recalculated if there is a change in the Carpet Area of the Retail Space. If there is reduction in the Carpet Area of the Retail Space, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of State Bank of India's then highest marginal cost of lending rate plus 2 percent, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area of the Retail Space, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. Provided that if the increase in the Carpet Area of the Retail Space is more than 3 % of the Carpet Area of the Retail Space, then the Allottee may choose to either pay such demand towards such increase or within 30 days of such demand notice being issued to the Allottee by the Promoter, cancel the allotment. In case of cancellation under this clause, the Allottee shall be entitled to refund of entire monies paid less the assured returns paid to the Allottee, if any. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Retail Space as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Retail Space;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Retail Space, as the case may be.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Retail Space along with \_\_\_\_ open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the Retail Space to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Retail Space to the Allottee, the Promoter agrees to be liable, even after the transfer of the Retail Space, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount ("Booking Amount") being part payment towards the Total Price of the Retail Price, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Retail Space as prescribed in the Payment Plan (Schedule C) or as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest at the rate of State Bank of India's then highest marginal cost of lending rate plus 2 percent.
- 1.11 In addition to the Total Price of the Retail Space, the Allottee has agreed and accepted to pay the costs, charges, fees and deposits as set out in this Agreement including the following:
- (i) Infrastructure Charges at the rate of Rs. 450 per sq.ft. of the Super Area; (these Infrastructure Charges are based on estimated rates, which shall be determined/ reconciled/ finalized later and the same shall be payable by the Allottee as and when demanded by the Promoter);
  - (ii) proportionate diesel generator power backup installation charges calculated on the basis of actuals;
  - (iii) proportionate external electrification charges calculated on the basis of actuals;
  - (iv) Interest Free Maintenance Deposit (IFMD).
  - (v) electric meter connection charges as per actuals;
  - (vi) proportionate electric sub-station charges; and
  - (vii) sinking fund as per actuals.
- 1.12 The Total Price alongwith all the charges listed above as well as any other amounts payable in accordance with the Agreement (excluding such charges and deposits which are refundable in nature) shall constitute and be hereinafter referred to as the "Total Sale Consideration" and shall be payable by the Allottee in the manner set out in the Payment Plan selected and agreed by the Allottee.
- 1.13 Subject to the due observance and compliance of its obligations under this Agreement, the Allottee shall have a joint, non-exclusive common right alongwith the other lawful occupants of the Serviced Apartment Building to use the

Common Areas and facilities provided in the Serviced Apartment Building. The Common Areas and the facilities in the Serviced Apartment Building as designated in the Declaration, shall continue to vest in the Promoter till such time as these or portions thereof are transferred to the Association in accordance with applicable Laws. Certain facilities and amenities to be provided by the operator appointed by the Promoter for the serviced apartments shall only be available to the owners / occupiers of the serviced apartments, and not to the owners / occupiers of the Retail Space including the Allottee. The Allottee agrees and understands that except as expressly provided herein, it shall have no ownership claim over or in respect of any areas reserved for service apartments and covered parking spaces (except those allotted to the Allottee), and all such areas shall remain the property of the Promoter, who shall be free to deal with these in accordance with applicable Laws. All such areas which have not been specifically sold or which do not form part of the Common Areas shall continue to vest with the Promoter.

- 1.14 The covered car parking spaces conceived in the Serviced Apartment Building Plans for the Serviced Apartment Building have been apportioned among the various owners of the Serviced Apartment Building. In accordance with such apportionment, \_\_\_\_\_ covered parking spaces have been allocated for exclusive use by the owner(s) of the Retail Space (hereinafter referred to as "Parking Space(s)"). The aforementioned Parking Space(s) shall form an indivisible and inseparable constituent of the Retail Space and the same shall not be independently transferable. The Allottee shall have no rights, claims or interest whatsoever in any parking spaces other than the said Parking Space(s). Additional car parking spaces may be allocated at the discretion of the Promoter to the Allottee on its request, subject however to the availability of parking space in the Serviced Apartment Building and if available, further subject to payment of additional charges as may be decided by the Promoter. The Parking Space(s) designated for the Retail Space shall be identified at the time of possession. The Allottee shall not be entitled to modify or make any changes or cordon off or otherwise erect any temporary structure in the car Parking Spaces allotted at any point of time. The Allottee undertakes to park its vehicle(s) only at the allotted Parking Space[s], and not anywhere else in the Project. The Allottee understands and agrees that all such reserved car Parking Space(s) allotted to the occupants of the Serviced Apartment Building alongwith the unallotted car parking spaces are not part of the Common Areas of the Serviced Apartment Building. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the Retail Space under any of the provisions of this Agreement, the said Parking Spaces shall automatically follow the fate of the Retail Space and no separate communication in this regard shall be necessary. All the Clauses in this Agreement pertaining to use, possession, cancellation, resumption etc., of the Retail Space shall apply automatically by default to the said Parking Spaces also and the Retail Space alongwith its Parking Spaces shall be deemed to form a single, indivisible unit under this Agreement for all intents and purposes. The Promoter, at its sole discretion, shall have the absolute right to use or to transfer or assign its interest in the unreserved car parking spaces/ area to any bonafide occupant/ owner in the Serviced Apartment Building.
- 1.15 The Allottee acknowledges and agrees that the Promoter shall not be bound to intimate the Allottee regarding construction of any other component of the Project (including serviced apartments, high street retail, office spaces, etc.) or utilization of FAR on the Land (except the Serviced Apartment Building) and the Allottee agrees not to raise any objection against the Promoter in this regard.
- 1.16 Except for terraces specifically and exclusively reserved for use with the Retail Space, if any, the Promoter shall along with the Common Areas, convey the proportionate title in the terraces of the various structures comprised in the Serviced Apartment Building to the owners / allottees or deal with the terraces as may be provided under the applicable Laws.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule C) through A/c payee cheque/demand draft/ banker's cheque payable at par at New Delhi in favour of "BURMAN ESTATE PRIVATE LIMITED MASTER COLLECTION ESCROW A/C" or an inter-bank electronic transfer to the Promoter's current account no. 57500000183190 at HDFC Bank Limited, 209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001., IFSC Code HDFC0000003. All payments shall be subject to their actual realization in the above mentioned account. The date of credit in to the above account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.
- 2.2 The Allottee understands that it shall always remain responsible for making timely payments in accordance with the Payment Plan and the same is an integral pre-requisite under this Agreement. The Promoter shall send demand notices for instalments on or about the completion of the respective stages of construction. The demand notices shall be sent by registered post/ courier and shall be deemed to have been received by the Allottee within 15 (fifteen) days of dispatch by the Promoter or upon the actual receipt thereof, whichever is earlier.
- 2.3 The Promoter shall not be obliged to send any reminders for any payments whatsoever. In the event that any such notices or reminders are sent by the Promoter to the Allottee, as a courtesy, such reminders shall not, under any circumstances, be construed or deemed to be a waiver of the obligations and responsibility of the Allottee to make timely payments in accordance with the Payment Plan, of its own accord.
- 2.4 In case of default in payment by the Allottee, the Promoter shall have the right of termination as set forth in Clause 9.3 hereof. However, the Promoter may alternatively, in its sole discretion, instead decide to enforce the payment of all its dues from the Allottee by seeking specific performance of this Agreement. Further, in every such case of delayed payment, the subsequent credit of such delayed instalment(s)/ payments alongwith delayed interest in the account of the Promoter shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Promoter to terminate this Agreement in the manner provided herein.
- 2.5 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the purchase of the Retail Space by the Allottee, or where the Promoter has given its permission to mortgage to any bank, financial institution or company for extending a loan to the Allottee against the Retail Space, the Promoter shall not be responsible towards any other third party, who has made payments or remittances to the Promoter on behalf of the Allottee and any such third party shall not have any right with respect to the Retail Space or under this Agreement. The Promoter shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due and fulfilling all obligations under this Agreement in a timely manner.
- 2.6 The Allottee may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the Retail Space pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee shall remain bound under this Agreement whether or not it has been

able to obtain finance for the purchase of the Retail Space. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Promoter in accordance with the Payment Plan opted by the Allottee in terms of this Agreement on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have right to terminate this Agreement in accordance herewith.

2.7 Furthermore, in every case where the Allottee has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoter, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee of this Agreement, consequent to which and/ or at the written request of such bank, financial institution or person from whom such loan has been obtained, the Promoter shall be entitled to terminate this Agreement.

### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Retail Space applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Retail Space, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

### 5. TIME IS ESSENCE:



The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Retail Space to the Allottee and the common areas to the Association or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Retail Space and accepted the floor plan, payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE RETAIL SPACE:

7.1 Schedule for possession of the said Retail Space - The Promoter agrees and understands that timely delivery of possession of the Retail Space to the Allottee and the common areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Retail Space along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_, unless there is delay or failure due to Force Majeure conditions. If, however, completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Retail Space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment, after deducting assured returns if any, within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee less the assured returns if any, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon receiving the occupation certificate pertaining to the Serviced Apartment Building or part thereof from the competent authority, shall offer in writing the possession of the Retail Space to the Allottee in terms of this Agreement to be taken within 2 months from the date of issue of the occupation certificate. The Promoter and the Allottee shall execute the conveyance deed in favour of the Allottee within 3 months from the date of issue of occupancy certificate subject to clearance of all the dues & submission of documents as it may be demanded by the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupation certificate of the Serviced Apartment Building to the Association.

- 7.3 Failure of Allottee to take Possession of Retail Space - Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Retail Space from the Promoter by executing necessary indemnities, undertakings and such other documentation as specified by the Promoter, and the Promoter shall give possession of the Retail Space to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, the Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2. In such an event, the Allottee shall also be liable to pay holding charges at the rate of Rs. 10/- (Rupees ten only) per sq.ft. of the Super Area of the Retail Space per month. The said holding charges shall be in addition to the maintenance charges and not related to any other charges/consideration as provided in this Agreement.
- 7.4 Possession by the Allottee - After obtaining the occupation certificate and handing over physical possession of the retail spaces to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association or the competent authority, as per applicable Laws.
- 7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project. Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment, the assured returns paid to the Allottee, if any and interest component on delayed payment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.
- 7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Retail Space (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Retail Space, with interest at the rate of State Bank of India’s then highest marginal cost of lending rate plus 2 percent including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Retail Space, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.
- 7.7 Conditions Precedent for handing over possession: The possession of the Retail Space shall be handed over to the Allottee subject to full payment of the Total Sale Consideration and any other dues payable under the Agreement and fulfilment of all other obligations undertaken under this Agreement by the Allottee to the complete satisfaction of the Promoter, more specifically as listed below:
- (i) All payments as set forth in Payment Plan to this Agreement (including the Total Sale Consideration of the Retail Space and interest on the delayed instalments) or as may become due to the Promoter from time to time with respect to the Retail Space;

- (ii) Stamp duty, registration charges and any other incidental charges or dues, required to be paid for due execution and registration of the Conveyance Deed;
- (iii) Holding Charges and/or any other charges, dues payable by the Allottee to the Promoter till the date of taking over possession by the Allottee;
- (iv) Execution of all documents except for Conveyance Deed of assurance as may be prescribed by the Promoter to better enforce the obligations of the Allottee hereunder including affidavits, undertakings, indemnity bonds etc.

Fulfillment of the aforesaid conditions shall be a condition precedent for handing over possession of the Retail Space to the Allottee and subsequent execution and registration of Conveyance Deed.

7.8 The Allottee hereby agrees and affirms that subject to applicable Laws, upon taking possession of the Retail Space, the Allottee shall be deemed to have waived all claims against the Promoter, if any, in respect of the area, specifications, quality, construction and/or any item, amenity or provision in the Retail Space or Serviced Apartment Building.

## 8. REPRESENTATIONS AND WARRANTIES:

8.1 Representations and Warranties of the Promoter: The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Retail Space;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Land and Retail Space are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Land, Retail Space and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Project and the said Retail Space which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Retail Space to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Retail Space to the Allottee and the common areas to the Association or the competent authority, as the case may be;
- (x) The Schedule Property / Retail Space is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property / Retail Space;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued and possession of Retail Space, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received by or served upon the Promoter in respect of the Land and/or the Project.

8.2 Representations and Warranties of the Allottee: The Allottee hereby represents and warrants to the Promoter as follows:

- (i) The Allottee is legally competent to execute this Agreement and that all clearances, approvals, consents, permissions, sanctions (including all corporate resolutions, if applicable) or anything that is required under applicable Laws and agreements executed by the Allottee with any third party to execute this Agreement have been duly obtained and shall be maintained by the Allottee. The Promoter shall not be required to verify whether the Allottee is in such compliance and it shall be incumbent upon the Allottee to ensure that no violation of applicable Laws or breach of any agreement executed by the Allottee with any third party is committed by the Allottee in executing this Agreement. The Allottee undertakes to be exclusively and directly responsible and fully accountable and liable for the same and agrees to keep the Promoter indemnified, saved and harmless in this connection at all times.
- (ii) In case the Retail Space is provided with usable open terrace(s) or balcony(ies), the Allottee shall not cover or construct on such terrace(s) and balcony(ies) and shall only use the same as open terrace(s) and balcony(ies) and in no other manner, whatsoever.
- (iii) The Allottee shall comply with all legal requirements for purchase of the Retail Space after execution of this Agreement and shall sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose by the Promoter and/or as may be required by the competent Government Authority and under applicable Laws.
- (iv) In the event of assignment/transfer of all or any of the rights and obligations of the Promoter in respect of the Project as per the Act and other applicable Laws, if any, the Allottee shall execute all such documents as may be asked for by the Promoter pursuant to such assignment / transfer.

- (v) All provisions of this Agreement have been mutually agreed between the Allottee and the Promoter. The Allottee has clearly understood all necessary aspects of the Project, Serviced Apartment Building and Retail Space and the various rights, entitlements, obligations and liabilities of the Allottee as mentioned in this Agreement.
- (vi) The Allottee shall inform the Promoter in writing regarding any change in the residential status of the Allottee and shall, if necessary in relation thereto, comply with all required formalities in this regard under applicable Laws.
- (vii) The Allottee shall not do or cause anything to be done that hinders, obstructs, impedes, restricts, restrains or otherwise delays the construction and development of any part of the Serviced Apartment Building and/or the Project at any time.
- (viii) Subject to applicable Laws, the Promoter shall have the sole control and full authority in respect of all matters concerning the Project and further construction and development thereon and the management and administration of the same. The Promoter shall always be entitled to sell, let, sublet, lease, give on lease and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit any of the other saleable areas, other developments etc. in the Project and to receive any consideration in respect of the same, subject to applicable Laws.
- (ix) The Promoter has named the Serviced Apartment Building as "The Spectrum" and which name can be changed at any time by and only at the sole discretion and decision of the Promoter. Further, unless the name of the Serviced Apartment Building being changed by the Promoter, at all times the word 'The Spectrum' should be used as part of the name of the Serviced Apartment Building. The Promoter shall have a right to display its name at a conspicuous place as Promoter at all times. The right of trade mark on the word/style 'The Spectrum' shall always remain with the Promoter. The Allottee understands that the Promoter shall have the right to name and/or change the names of any and all components of the Project whether developed before or after the Conveyance Deed for the Retail Space in favour of the Allottee.
- (x) All provisions of this Agreement and those contained in the annexures attached hereto are specific, relevant and applicable to the Retail Space and none of such provisions can be read in evidence or interpreted for purpose of any suit or proceedings pertaining to any other project of the Promoter anywhere in the world or in which the Promoter may be interested in or may have any business interest therein or otherwise. Likewise, any agreement that the Promoter may have with customers of any other project of the Promoter anywhere shall not be read in evidence or be interpreted for any purpose in relation to any suit/proceedings pertaining to the Project/Serviced Apartment Building/ Retail Space and this Agreement.
- (xi) The Allottee agrees and confirms that the Promoter shall at all times be entitled to develop, as part of the Project, any additional contiguous land parcels as per necessary approvals that may be obtained from the competent Government Authority and seek changes in the approvals as per applicable Laws for such development.
- (xii) The Allottee shall bear the expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Retail Space. The Promoter shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor will the Allottee have the right to deduct such charges from the amounts payable to the Promoter for the Retail Space. Further, the

Allottee shall indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this regard.

- (xiii) The Allottee understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the Retail Space in favour of the Allottee. The Allottee clearly understands that the conveyance of the Retail Space in favour of the Allottee is contingent on the payment of the complete Total Sale Consideration and all outstanding dues and also the due and faithful performance by the Allottee of all its obligations agreed and undertaken herein.
- (xiv) The Allottee shall not claim any compensation or withhold the payment of any charges, as and when demanded by the Promoter on the ground that the infrastructure required for the Serviced Apartment Building and/or Project is not yet complete
- (xv) The Allottee hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the applicable Laws as may be in force and/or come into force in future in respect of the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Retail Space to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Retail Space shall be in a usable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the allottee shall be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee, after deducting assured returns if any, towards the purchase of the Retail Space, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice, provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, the Allottee shall be paid, by the Promoter, interest at the rate of State Bank of India's then highest marginal cost of lending rate plus 2 percent, for every month of delay till the handing over of the possession of the Retail Space, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two (2) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond two (2) consecutive months after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Retail Space in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount, interest liabilities and assured returns if any paid to the Allottee, and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination thirty days prior to such termination.

9.4 It is clarified that this Agreement shall automatically stand terminated upon the expiry of 30 days from the notice of termination sent by the Promoter and no further act on the part of the Promoter would be necessary for this purpose, notwithstanding the pendency of any consequential event or act of the Parties including whether or not the refund cheque has been dispatched by the Promoter, or if dispatched, it has not been received by the Allottee or if received, whether such refund cheque remains un-encashed by the Allottee. It is further clarified that immediately on dispatch of the notice of termination, the Promoter shall be entitled to re-allot the Retail Space afresh to any other person.

#### 10. CONVEYANCE OF THE RETAIL SPACE:

10.1 The Promoter, on receipt of Total Sale Consideration of the Retail Space from the Allottee and subject to the Allottee fulfilling all its other obligations contained herein, shall prepare and execute a conveyance deed and convey the title of the Retail Space together with proportionate indivisible share in the Common Areas to the Allottee within 3 months from the date of issuance of the occupancy certificate. The stamp duty and registration charges as application for execution of the conveyance deed in favour of the Allottee shall be paid in accordance with the Payment Plan or as and when demanded by the Promoter. However, in case the Allottee fails to deposit the stamp duty and/or registration charges in accordance with the Payment Plan or within the period mentioned in the notice issued by the Promoter in this regard, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

10.2 The Promoter shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances on the date(s) communicated to it for this purpose by the Promoter.

10.3 In the event that the execution of the Conveyance Deed is delayed for any reason whatsoever beyond the reasonable control of the Promoter, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges, before the execution of the Conveyance Deed.

10.4 The obligations undertaken by the Allottee and the stipulations herein, to be performed or observed on a continuing basis even beyond the conveyance of the Retail Space or which form a condition of ownership of the Retail Space shall survive the conveyance of the Retail Space in favour of the Allottee and all such obligations and covenants of the Allottee

including without limitation, the obligations contained in clauses 10.4, 16.4, 16.7, 23.4, 35.4, 35.5, shall attach with the Retail Space within the meaning of Section 31 of the Transfer of Property Act 1882 and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including its tenants/ licensees/ occupiers for the time being.

10.5 The stamp duty, registration charges and any other incidental charges or dues, required to be paid for the registration of the Conveyance Deed or any other documents pursuant to this Agreement, as well as the administrative/ facilitation charges therefore as per the policy of the Promoter for facilitation of registration thereof shall be borne by the Allottee.

10.6 In case the Allottee has taken any loan from any bank/ financial institution for the said Retail Space, the original transfer documents including the Conveyance Deed shall be directly handed over to the lending institution, if so required by them.

11. MAINTENANCE OF THE SAID RETAIL SPACE:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate of the project. For this purpose, the Promoter may appoint a maintenance agency ("Maintenance Agency") and the Allottee agrees that it shall be liable to pay maintenance charges as may be determined by the Promoter / Maintenance Agency.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that in case there is a delay in taking possession by the Allottee, the aforesaid period of 5 (five) years shall commence from the date on which the Allottee was otherwise required to take possession, and not from the actual possession date.

13. RIGHT TO ENTER THE SERVICED APARTMENT BUILDING FOR REPAIRS:

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into Retail Space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be



earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by Maintenance Agency or the Association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE RETAIL SPACE:

- 15.1 Subject to Clause 11 above, the Allottee shall, after taking possession, be solely responsible to maintain the Retail Space at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Serviced Apartment Building, or the Retail Space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Retail Space and keep the Retail Space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Serviced Apartment Building is not in any way damaged or jeopardized.
- 15.2 The Allottee 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 Serviced Apartment Building or anywhere on the exterior of the Project, or Common Areas, or paint the exterior side of the windows, or store any hazardous or combustible goods in the Retail Space in violation of any applicable laws or without the express written permission of the Promoter or the Association. The Allottees shall also not change the colour scheme of the outer walls or carry out any change in the exterior elevation or design or store heavy material in the common passages or staircase of the Serviced Apartment Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Retail Space.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter in charge of the Association and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Promoter has made it expressly clear to the Allottee that the rights of the Promoter, in the Retail Space, agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DGTCP and/or any other statutory authority(ies).
- 15.5 The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the License and shall also abide by the applicable zoning plans, Serviced Apartment Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the Retail Space, Serviced Apartment Building and/or the Project or as imposed or may be imposed in future under any applicable Law.
- 15.6 The Allottee shall not use/ cause to be used the Retail Space for any purpose except permitted use and shall always ensure that the Retail Space shall only be put to such use. Furthermore, the Allottee specifically undertakes not to use the Retail Space or cause it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature to the occupants of the Serviced Apartment Building and/or the Project.

- 15.7 The Allottee undertakes and agrees that any violation of the following shall entitle the Promoter to enter into the Retail Space wherever necessary and reverse such violation at the cost of the Allottee;
- (i) The Allottee shall not cover or construct on the balcony(ies) or open terrace(s) and shall only use the same as open balcony(ies) / open terrace(s) and in no other manner whatsoever;
  - (ii) The Allottee shall not under any circumstances whatsoever, do, allow or permit any remodelling, alteration, variation, change or build upon the look, colour, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of Serviced Apartment Building or the Retail Space.
  - (iii) The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the structure or layout within the Retail Space save and except with the prior permission of the Promoter, in writing.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 16.1. The Parties are entering into this Agreement for the allotment of a Retail Space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 16.2. The Allottee shall comply with the provisions of the Apartment Act and all other applicable Laws for the time being in force, or any statutory amendments or modifications thereof or any rules and regulations made there under.
- 16.3. The Common Areas, common facilities and the undivided right, title or interest of each owner of Retail Space in the Serviced Apartment Building, in the Common Areas and facilities consistent with this Agreement shall be fixed and specified by the Promoter in its Declaration to be filed in compliance with the Apartment Act, which Declaration shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the right, title and interest in the Common Areas shall be conveyed to the Association or as may be provided under applicable Laws. It is made clear that the Promoter shall be the sole owner of the unsold serviced apartments and unsold retail spaces, all covered parking spaces except those allotted to the Allottee, areas reserved for serviced apartments / high street retail, office spaces, etc. (which are not exclusively reserved herein for the use of the owner/occupier of the Retail Space), and the Promoter shall be entitled to transfer or part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Allottee shall have no claim whatsoever therein. The Allottee is aware that the designated service floor is located after the second floor and before the serviced apartments; and the owners of both the Retail Space(s) as well as the serviced apartments shall have proportionate share in the designated service floor.
- 16.4. The Allottee acknowledges and agrees that it shall not be entitled to claim partition of its share out of the Common Areas as designated in the Declaration or otherwise in the Serviced Apartment Building at any point of time and the same shall always remain undivided and impartible.
- 16.5. The Allottee hereby agrees and undertakes to become a member of the Association as and when it would be formed by the Promoter on behalf of all the owners of apartments/ Retail Space(s) in the Serviced Apartment Building and to complete the documentation and fulfil its obligations, as may be required, under the Apartment Act promptly on being called upon by the Promoter and for this purpose such obligations and documentation may include inter-alia the execution of Conveyance Deed of the said Retail Space, submission of the Association membership form, payment of subscription charges/fees, etc. The fulfilment of the compliances by the Allottee as agreed above or otherwise under the Apartment Act shall be, wherever possible, a condition precedent to the execution of the Conveyance Deed for the Retail

Space in favour of the Allottee. The Deed of Apartment for the Serviced Apartment shall be executed only after the Conveyance Deed for the Serviced Apartment has been registered and the Declaration for the Serviced Apartment Building has been filed. Execution of the Deed of Apartment by the Allottee shall be a condition precedent for the Allottee being admitted as a member of the Association.

16.6. The Allottee agrees not to vote in favour of any Association bye-law which conflicts with any term or condition set out in the Agreement and any attempt by the Allottee to do so will constitute a breach by the Allottee under the Agreement.

16.7. The Allottee in its individual capacity as well as the prospective member of the Association or any other association/ collection of the owners whatsoever, in the Serviced Apartment Building, hereby confirms and agrees that subject to section 22 of the Apartment Act in the event of redevelopment of the Land at any time in future on account of any Force Majeure event or on account of applicable Laws or for any other reason whatsoever, the Promoter shall be offered the right of first refusal for carrying out such redevelopment on the Land. This Clause shall survive the conveyance of the Retail Space to the Allottee and shall attach with the Retail Space within the meaning of Section 31 of the Transfer of Property Act, 1882.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Serviced Apartment Building after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, except as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Retail Space and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Retail Space.

19. APARTMENT OWNERSHIP ACT OF HARYANA:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The Haryana Apartment Ownership Act, 1983.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar at Gurgaon, Haryana as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned

to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Retail Space.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. In the event this Agreement requires any amendment on account of change in law or provisions of the Act, Rules or Regulations, the Allottee upon a request in writing made by the Promoter shall be obliged to sign and execute an amendment to this Agreement as may be proposed by the Promoter.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALLOTTEES:

23.1 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 Retail Space and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Retail Space, in case of a transfer, as the said obligations go along with the Retail Space for all intents and purposes.

23.2 Upon a request in writing by the Allottee, the Promoter may at its sole discretion permit the assignment/ transfer of rights and obligations of the Allottee under this Agreement ("Transfer") in favour of a nominee of the Allottee. Any permission for such Transfer shall be subject to rectification of any breach of this Agreement by the Allottee, the Promoter having received 20% (twenty percent) of the Total Price; and subject always to payment of the administrative and/or transfer charges in accordance with the Promoter's policy from time to time as well as the execution of appropriate documentation by the Allottee and the proposed nominee(s) / assignee(s)/ transferee(s), to the complete satisfaction of the Promoter and in the format finalized by the Promoter. In the event the Allottee has obtained finance/ loan against the Retail Space from any financial institution/ bank, then a No Objection Certificate/ letter (NOC) from such financial institution/ bank shall also be submitted to the Promoter in a format approved by the Promoter, permitting/ consenting to the requested Transfer, by the Allottee. It is however clarified that the Allottee does not have any right to demand Transfer of its rights under this Agreement and the sole discretion in this matter vests with the Promoter. The Allottee agrees and consents that the Promoter is entitled to rejected the requested Transfer without assigning any reasons, even though it may have done so in any other person's case previously or may do so subsequently.

23.3 Before this Agreement is endorsed by the Promoter in the name of any transferee of the Allottee, the Promoter shall require an unconditional and unqualified No Objection Certificate certifying that the Allottee has received the entire consideration due to the Allottee or any other dues from such transferee and that no dues remain payable to the Allottee in respect of the Retail Space. Until then, the Promoter shall be entitled to refuse the transfer/assignment. No liability of any description shall attach upon the Promoter for any delay/denial of any transfer/assignment and in the event that any such request for Transfer of rights under this Agreement is permitted by the Promoter, it shall always be subject to the applicable Laws and the Allottee hereby indemnifies and undertakes to keep the Promoter saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.) or any other adverse

consequence whatsoever on account of such permission being accorded by the Promoter and the subsequent transfer of the Retail Space by the Allottee.

- 23.4 In case any transferee of the Allottee is a non-resident Indian / person of Indian origin governed by Foreign Exchange Management Act, 1999, then it shall be the responsibility and obligation of the Allottee to obtain all necessary permissions/ approvals/ sanctions etc., as required for purposes of this Agreement and shall deliver the same to the Promoter for purposes of the transfer/assignment.
- 23.5 It is made clear to the Allottee that under no circumstances shall, the permission for Transfer of its rights under this Agreement be granted to the Allottee, on any request made subsequent to the notice for taking possession of the Retail Space given by the Promoter.
- 23.6 In the event of the Transfer of the Allottee's rights under this Agreement in favour of any third person as its transferee, such transferee shall in turn be bound by all the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect by the Allottee as if the same had been executed by such transferee itself. Any claims or disputes between the Allottee and its nominee(s) including those as a result of subsequent increase/ decrease in the Carpet Area of the Retail Space or its location will be settled between them and the Promoter will not be a party to the same. The Allottee further agrees that it shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer of the Agreement. In the event there are any executive instructions, governmental orders, or any statutory notification, which restricts the transfer /assignment of the said Agreement, the Promoter as well as the Allottee shall be bound to comply with such statutory notification, executive regulation or governmental, orders as the case may be.
- 23.7 All transfers/ assignment of rights and obligations of the Allottee under this Agreement in favour of a transferee of the Allottee shall be duly endorsed in Schedule F of this Agreement and shall be subject to completion of necessary documentation in the prescribed formats of the Promoter to be executed by the Allottee and his transferee and payment of administrative charges, where applicable.
- 23.8 Any transfer by the Allottee without the prior permission/approval/NOC of the Promoter and payment of the administrative charges to the Promoter shall be treated as null and void and such transfer shall not be binding on the Promoter. The Promoter shall not be responsible or liable in any manner whatsoever on account of any transfer which is effected without the prior approval of the Promoter, in writing.
24. WAIVER NOT A LIMITATION TO ENFORCE:
- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties 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.
25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement 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 Act or the Rules and Regulations made thereunder or the applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in Project/ Serviced Apartment Building, the same shall be in proportion which the Carpet Area of the Retail Space bears to the total carpet area of the units of such other allottees in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place in Gurgaon, which may be mutually agreed between the Promoter and the Allottee, in Gurgaon. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, it shall be registered at the office of the concerned Sub-Registrar at Gurgaon, Haryana. Hence this Agreement shall be deemed to have been executed at Gurgaon.

29. NOTICES:

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

In the case of the Allottee:

Name of Allottee:

\_\_\_\_\_

Allottee Address:

\_\_\_\_\_

In the case of the Promoter:

Burman Estate Pvt Ltd  
RO: 4th Floor, Punjabi Bhawan,  
10 Rouse Avenue, New Delhi-110002

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. In all communications to the Promoter, the reference to the Retail Space identification number/ address must be mentioned clearly.

30. JOINT ALLOTTEES:

In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first in the memo of the parties herein above and at the address given by him/her and such communication sent to the first named amongst the joint Allottees shall for all intents and purposes be deemed to have been validly served on all the Allottees and no separate communication shall be necessary to the other named Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Retail Space, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. FORCE MAJEURE

34.1 The Promoter shall not be held responsible or liable in any manner for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented or delayed due to Force Majeure.

34.2 On the occurrence of any Force Majeure event, the Promoter shall be entitled for extension of time corresponding to continuance of the Force Majeure circumstances, with respect to the timelines set out in this Agreement. No claim, whatsoever, monetary or otherwise shall lie against the Promoter or be raised otherwise or in any other manner whatsoever, by the Allottee in case of any delay arising out of Force Majeure.

34.3 If on account of Force Majeure, the Promoter decides to abandon the Serviced Apartment Building/ Project, subject to applicable Laws, then in that event the Promoter shall refund the amounts received by it from the Allottee, after deducting

assured returns if any, within 45 days and the Allottee hereby confirms that it shall not make any other claim against the Promoter in such a case.

### 35. MISCELLANEOUS

- (i) The Allottee understands and agrees that all costs, charges, fees, deposits payable for the electrical connection including but not limited to the advance consumption deposit, meter installation charges, meter security deposit, meter testing fee, processing fee, service connection charges, minimum monthly charges etc. as well as all installation or other charges including deposits with respect to the provision of any other facility/ utility have not been included in the Total Sale Consideration and the same shall also be payable by the Allottee as and when demanded by the Promoter.
- (ii) The cost of adequate fire fighting equipment to be installed in the Common Areas as per the applicable Laws is included in the Total Price. However, if any additional fire fighting equipment is required on account of change in applicable Laws or as may be required by competent Government Authority(ies), the cost of the same shall be borne and paid by the Allottee proportionately.
- (iii) The Allottee agrees that the Promoter shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/ storeys with the existing electric, water, sanitary and drainage fittings of the Serviced Apartment Building.
- (iv) The Allottee further agrees that the Promoter may develop and construct the Project in a phased manner or continue with the construction of any other building(s)/ structures in the Project or put up additional floors to the Serviced Apartment Building and/or any of the existing towers/ buildings in the Project or undertaking modification of any unsold retail space/ serviced apartment/ units/ areas therein, as per applicable Law.
- (v) The Promoter shall carry out the internal development within the Project, which interalia, includes laying of roads, waterlines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities and the Promoter is dependent on the Government for providing such external linkage. As and when the State Government / DGTCP provide the external linkages for these services, the Allottee shall also pay such proportionate charges including the facilitation charges as may be incurred by the Promoter for completing the external connections for all or any of the above services as well as the infrastructure required to be laid for the same.
- (vi) In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the Retail Space, the Promoter shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Total Sale Consideration agreed to be payable to the Promoter for the Retail Space.
- (vii) It is hereby understood and agreed that upon signing of this Agreement, the Allottee is deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Retail Space in the Serviced Apartment Building as part of the Project on the Land and the Allottee confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to complete the



Serviced Apartment Building and Project; and to convey the Retail Space.

- (viii) The Allottee agrees to indemnify and hold harmless, the Promoter and its assignees, nominees, directors, officers/ employees as well as the other occupants/ owners of the Serviced Apartment Building and the Project from and against any and all actions, claims, demands, damages, losses, liabilities, expenses and costs (including attorneys' fees and court costs) arising out of: (a) breach by the Allottee of any Law or any provisions of this Agreement; (b) any of the representations or warranties of the Allottee not being found to be true at any point of time. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee.

### 36. INTERPRETATION

Unless the context otherwise requires in this Agreement:

- (i) The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two;
- (ii) Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted and shall also include any rules, bye-laws, notifications, orders etc. as may be relevant;
- (iii) Reference to the words "include" or "including" shall be construed without limitation;
- (iv) The word 'person' shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any Government Authority or any other entity or organization;
- (v) Any reference in this Agreement to 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 except where the context otherwise requires. Unless otherwise stated, all references herein to clauses or other provisions are references to clauses or other provisions of this Agreement;
- (vi) Reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- (vii) The headings/ captions in this Agreement are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/ clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement Gurgaon, Haryana in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

(2) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

(3) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory)

\_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please affix  
 photograph  
 and sign  
 across the  
 photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

(1) Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



SCHEDULE 'A'  
PLEASE INSERT DESCRIPTION OF THE RETAIL SPACE AND THE  
OPEN/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS



SCHEDULE 'B'  
FLOOR PLAN OF THE RETAIL SPACE



SCHEDULE 'C'  
PAYMENT PLAN



SCHEDULE 'D'  
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE RETAIL SPACE)



SCHEDULE 'E'  
SPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE AVAILABLE FOR USE BY THE OWNERS/OCCUPIERS OF THE RETAIL SPACES )





Schedule 'F'  
Procedure for Transfer of Allotment







**burman**

*Pride of Ownership*

Burman Estate Pvt Ltd

(Formerly known as Burman GSC Estate Pvt Ltd)

Registered Office: 4th Floor, Punjabi Bhawan, 10 Rouse Avenue, New Delhi-110002

CIN No: U70109DL200PTC171515

Tel. : 7291987550 | Website: [www.burmanestate.com](http://www.burmanestate.com)