

AGREEMENT FOR ALLOTMENT OF UNIT IN SUNSHINE BUSINESS PARK

This agreement for allotment of unit, in Sunshine Business Park as detailed hereunder (“**Agreement**”), is executed on this at

BY AND BETWEEN

SUNSHINE TRADETOWER PVT LTD., a company duly incorporated and registered under the Indian Companies Act, 1956, having its Registered office at 403/268/2, H.NO. C-239, New Ashok Nagar, Near Kali Badi Mandir, Delhi-110096, acting through its Authorized Signatory duly authorized by the Board to sign and execute this Agreement on its behalf (hereinafter referred to as the “**Company**”, which expression shall unless it be repugnant to the context thereof, shall be deemed to mean include its assigns, nominees and successors in interest) of the **First Part**.

AND

(hereinafter referred to as the “**Allottee(s)**”, which expression shall unless it be repugnant to the context thereof, shall be deemed to mean include his / her / their / its assigns, nominees and successors in interest howsoever) of the **Second Part**.

Company and Allottee(s) are hereinafter also collectively referred to as the ‘**Parties**’ and individually as the ‘**Party**’.

The terms and conditions of this Agreement have been read and understood by me/us and I/we hereby accept the same.

Company

Allottee

RECITALS:-

(A) The Company is developing a Business Park known as “**Sunshine Business Park**” (the “**Project**”) on the plot of land bearing No. 5A, Sector 94, Noida, Gautam Budh Nagar, Uttar Pradesh India 201301 admeasuring approximately **10210 sq. mtr.**, (hereinafter referred to as the “**Plot**”) which has been allotted to the Company for a period of 90 years by the New Okhla Industrial Area Development Authority (hereinafter referred to as “**NOIDA**”) vide lease deed dated 11, January, 2012 and duly registered in the office of the Sub-Registrar, Gautam Budh Nagar (hereinafter referred to as the “**Lease Deed**”)

(B) Pursuant to execution of the Lease Deed, the Company is the lawful lessee (“Lessee”) and is presently in possession of the Plot and has been granted the requisite authority to construct, develop, market and execute the Project and take full consideration from desirous applicants and subsequently execute agreement(s) to sub lease in respect of units proposed to be constructed in the Project, in accordance with the master plan sanctioned by NOIDA. Accordingly the Company, subsequent to receipt of an application from the Allottee for reservation of certain unit(s) in the said Project to be constructed, along with payments thereof, is entering into this Agreement for allotment, with relevant deed / document(s) to be executed / registered after the Project is declared functional.

(C) Company pursuant to aforementioned Agreement along with its affiliates shall develop, design, construct, develop and maintain building(s) on the said Plot in accordance with the building byelaws.

(D) The Allottee(s) is / are desirous to occupy on sub lease basis, unit(s) in the said Project. The Allottee has submitted an application form dated (the “**Application Form**”) for the desired allotment of an unit (the “**Unit**”) being **Unit No. in the Project having an approximate Super Area admeasuring sq. mtr. (sq. ft.) on th Floor, pursuant** to which the Company is now entering into this Agreement for allotment.

(E) **At the time of possession**, the Allottee shall enter into a sub lease of the Unit as per the terms and conditions applicable in this regard between the Administrative body of NOIDA, the Company and the Allottee(s), inter-alia under provisions of the Application Form, this Agreement and rules, regulations and byelaws that are relevant for / to the Unit (“**Sub Lease**”). References to the execution of Sub Lease in this Agreement shall be construed accordingly and mean the relevant document(s) / deed to be executed in this regard (“**Sub Lease Deed**”).

(F) The Allottee has undertaken all necessary due diligence on the Plot and the Unit, with respect to the title of the Company and has reviewed all other relevant details of the Project as well as in respect of the Unit and is fully satisfied inter-alia with regard to the right, title and interest of the Company to the said Plot and the Company’s right and authority to develop and construct the Project. The Allottee has understood all limitations and obligations of the Company in respect

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Company

Allottee

thereof. The Allottee assures the Company that the investigations by the Allottee are complete and the Allottee is fully satisfied that the Company is competent to enter into this Agreement.

(G) The Allottee acknowledges that the Company has provided all information and clarifications as required by the Allottee and that the Allottee has not unduly relied upon and is not influenced by any architect plans, brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Plot, the Project and the said Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Company, the estimated facilities/ amenities to be made available to the Allottee(s) or any other data except as specifically represented in this Agreement and the Application Form and that the Allottee has relied solely on the Allottee's own judgment and investigation(s) in deciding to enter into this Agreement to Sub Lease the Unit. No oral or written representations or statement (except as set out herein) made by or on behalf of any Party, shall be considered to be part of this Agreement and that this Agreement shall be self contained and complete in itself in all respects.

(H) The Allottee agrees and acknowledges that the Allottee is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, statutory provisions applicable to the Plot including but not limited to the terms and conditions of the Lease Deed, as applicable to the Project and the Unit and that the Allottee has clearly understood the Allottee's rights, duties, responsibilities, obligations, etc. thereunder, and agrees to abide by the same. Lease Rent will be calculated @ 750/- per sq ft. The Allottee further expressly agrees to adhere to the Sub Lease Deed and undertake only such activities, services, vocations as listed out and permitted by NOIDA and agrees not to act in derogation of any law, rules or notifications pertaining to such restrictions.

(I) The Company relying upon the confirmations, representations, and assurances of the Allottee to faithfully abide by all the terms and conditions and stipulations as contained in the Application Form, as well as this Agreement has accepted in good faith the Application Form and has allotted the said Unit, subject to the terms of the said Application Form, and the Agreement.

(J) The Allottee agrees and acknowledges that the rights, title, interest, ownership and occupation in / to / of the Unit in the Project will be subject to a number of restrictions as also obligations as detailed in this Agreement, and the Allottee offers to so conduct himself / herself / itself.

(K) In pursuance to the aforesaid Application Form the Company is now allotting the Unit, and the Parties hereby agree to confirm the said allotment on the terms and conditions contained hereinafter.

(L) The Parties hereto have agreed to record the Terms and Conditions on which the Company has agreed to allot and execute the Sub Lease subsequently.

The terms and conditions of this Agreement have been read and understood by me/us and I/we hereby accept the same.

Company

Allottee

(M) The Allottee understands and acknowledges that Sub Lease Deed in respect of the said Unit will be executed and registered by Administration of NOIDA and the Company (Lessee) after completion of the Project subject to fulfillment of conditions as set forth herein and as per the applicable rules and regulations of NOIDA.

NOW THEREFORE, in consideration of the foregoing and the mutual understanding, covenants, agreements, terms and conditions contained herein, the mutual benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: THE PROJECT

1.1 The Company shall be developing and completing the Project in accordance with the master plan / layout plan / map sanctioned by NOIDA. However, the Company shall have the right to effect minor and/ or necessary variations, additions, alterations, deletions or modifications therein as it may, in its sole discretion or on the advice of its architects, deem appropriate and fit, or as may be required by any competent authority, if necessary, which may inter-alia involve all or any of the changes, namely change in the area of the Unit, name/number of the Unit, position of Unit, dimensions, height and location etc. in the Project and the Allottee hereby gives his / her / its consent for the same.

1.2 In regard to the suitability of such changes the opinion of the Company and its architects shall be final and binding on the Allottee. Further, in the event that as a consequence of such changes, there is any increase/decrease in the super area (inter-alia as per provisions in Section 4 and 6 herein) of the Unit or the Unit becomes preferentially located, revised price and/or applicable preferential location charges (“PLC”) shall be payable and/or adjustable without any interest accruing thereon from the original price at which the Unit has been booked for allotment.

1.3 The Allottee has undertaken all necessary due diligence on the Plot and the Unit, with respect to the title of the Company and is fully satisfied that the title of the Company to the said Plot is marketable and that the Company has the right and authority to develop and construct a Business Park on the Plot and allot/sub-lease specific Unit thereof to any party(s) under the terms and conditions mentioned in the said Lease Deed.

1.4 The Allottee has been informed of and has accepted the specifications and information provided as to the materials used / to be used in construction of the said Unit which are also tentative and the Company may affect such reasonable variations and modifications therein as it may deem appropriate and fit or as may be done or required to be done in accordance with the directions of any competent authority, and the Allottee hereby consents to such changes.

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Company

Allottee

1.5 The Company hereby covenants, warrants and represents that it has absolute authority, good title and right to enter into this Agreement for allotment and subsequently the Sub Lease in respect of the Unit.

ARTICLE 2: ALLOTMENT

2.1 In consideration of the payment made / to be made by the Allottee to the Company in the manner appearing hereinafter and in consideration of the various assurances of the Allottee as herein contained, the Company hereby agrees to effect Sub Lease of the Unit to the Allottee upon completion of the Project, and the Allottee agrees to use and occupy the stipulated space / Unit at the price specified in Annexure A and upon the terms and conditions set out hereunder.

2.2 The relevant right, title and interest in the Unit shall be assigned / transferred in favor of the Allottee subject to the payment of applicable consideration (defined as BSP in section 4.1), inclusive of premium for the Sub Lease (the “Sub Lease Premium”) and other charges, by the Allottee and upon execution of Sub Lease Deed in favor of the Allottee, by the Company and Administration of NOIDA. The Sub Lease Deed shall inter-alia specify the terms and conditions and extent of the rights, title, interest in and ownership of the Unit with proportionate and impartible rights in the Plot of land underneath the Unit. It is clearly understood and agreed by the Parties that any permissible increase in FAR shall accrue to the Company and may result in dilution of pro-rata rights in the Plot.

2.3 The Allottee agrees that the Allottee shall abide by all laws, rules regulations, notifications, statutory provisions, orders of competent authorities, etc. applicable to the Plot including but not limited to the terms and conditions of the Lease Deed, as applicable to the Project and the Unit and that the Allottee has clearly understood the Allottee’s rights, duties, responsibilities, obligations thereunder, and agreed to abide by the same. The Allottee further expressly agrees to adhere to and undertake only such activities, services, vocations, usage as listed out and permitted by NOIDA and agrees not to act in derogation of any law, rules, orders, or notifications etc. pertaining to such restrictions.

2.4 In case of any breach of any of the conditions and covenants of this Agreement, including but not limited to non-payment of booking / Sub Lease Premium, any installment thereof or payment towards other charges as demanded by the Company as enumerated herein, the Company may, at its sole discretion, cancel this Agreement by giving 30 days notice to the Allottee / its Nominee(s) / or Assignee(s), as the case may be.

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Company

Allottee

ARTICLE 3: THE UNIT

3.1 The subject matter of this Agreement is the Unit with the specifications as under:-

Unit No. Floorth Super Area (Approx.) Sq. mtr. (sq. ft.). The location of the Unit has been highlighted in Annexure 'C'.

3.2 It is hereby clarified that the term Unit refers to the area in the interior of the Unit, and that the term Project includes the various facilities and common areas therein on the Plot and excluding those Units and all other areas in the Project which have been allotted to others, and / or the rights of which vest with the Company.

3.3 The Parties agree that as together with the Unit the Allottee has also been granted usage rights in the common areas, services and facilities and the common structures in the Project such as foundations, columns, beams, supports, main valves, corridors, staircases, fire escapes entrances and exits of the buildings, passages, driveways, spaces for security as are required or specified for common use including installation of common services such as power, light, water, sewerage, lifts, tanks, pumps, ducts, areas under staircase, balconies, lifts, shafts (all types), refuge areas, stilts and the like and all easement rights of access, the super area of the Unit comes to /is **sq. mtr. (..... sq. ft. approx.)** (hereinafter being called the “**Super Area**”) having a built up area as **sq. mtr. (sq. ft.) approx.** (hereinafter being called the “**Built-up Area**”), and the Sub Lease Premium and other charges for the Unit is / are thus being calculated, charged and paid on the basis of the Super Area of the said Unit. For the purpose of computing the **Built-up Area**, which is measured based on the perimeter wall(s) of the **Unit**, where the dimensions are taken from the mid-point of such walls.

3.4 Notwithstanding the above and for avoidance of doubt, it is clarified that it is only the inside space in the Unit that has been agreed to be allotted and the inclusion of the common areas in the aforementioned computation does not give any proprietary interest therein to the Allottee.

ARTICLE 4: FULL CONSIDERATION & OTHER CHARGES

4.1 The Allottee shall pay to the Company a sum of **Rs.- (Rupees Only) as per Annexure-A** towards the Sub Lease Premium for the said Unit. The Allottee agrees to pay the Sub Lease Premium of the Unit on the basis of the Super Area and all other charges as and when demanded by the Company. BSP along with other charges shall be collectively referred to as the “**Full Consideration**” and is detailed in **Annexure A**.

4.2 The Full Consideration includes payments towards the items as per details and specification listed out in **Annexure B** and is escalation free, except as explicitly stated in the Agreement (e.g. increase / decrease in area, taxes, government orders etc.).

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Company

Allottee

4.3 The Allottee(s), if allowed usage of parking space for a specified number/type of vehicle (as per Annexure B), will have the right to park only in demarcated parking zone(s). The usage of the car parking zone by the Allottee shall not imply any kind of interest or ownership rights over the said parking(s) zone and shall only be a right to use, which shall stand automatically assigned / transferred together with any assignment / transfer of the Unit.

4.4 In addition to the above payments, the Allottee shall also be liable to pay maintenance charges and various other charges, all of which are distinct and separate from the Full Consideration amount and other amounts recorded in this Agreement and shall be enumerated in the applicable maintenance agreement as referred to in the Article hereunder pertaining to maintenance of the Project herein.

4.5 The Parties agree that, cost of complying with statutory requirements including towards all Taxes (defined hereinafter), providing and constructing of other services for the Project etc., as maybe applicable and leviable from time to time in relation to the Unit and / or the Project, would be payable by the Allottee on pro-rata basis in accordance with Super Area. For the purposes of this Agreement, **“Tax”, “Taxes” or “Taxation”** means any / all forms of taxation, charges, duties, levies, cess, fees, valued added tax, customs and excise duties, service tax, capital tax and other legal transaction taxes, stamp duty, registration charges, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owned in any relevant jurisdiction.

4.6 In addition to the above, if Taxes, or legally permissible charges of any kind whatsoever (which is over and above the amount mentioned in the Lease Deed), are payable to or demanded by any office / authority of state / central / municipal / local government or any other competent government / semi-government or non-government institution / entity / corporation / undertaking / authority or developmental / regulatory / statutory / empowered body / agency / entity (**“Government”**), in respect of the Plot, the same shall be borne by the Allottee in proportion to the Super Area and shall be payable immediately as and when demanded by the Company.

4.7 The Allottee will be required to pay the electricity charges and back up charges monthly on the units consumed or as may be decided by the Company / maintenance agency. The Company hereby also clarifies that as per the norms of Uttar Pradesh Power Corporation, the Company may be provided a single line electricity connection and the Company will have its own transmission of individual lines to the Unit(s). The Company will install metering device in each Unit or an appropriate metering device / system, the cost of which is included in the BSP. . The Company shall provide adequate connected load (as specified in Annexure B) In case of any extra connected load and power back up load is required by the Allottee(s), the same may be requested to the Company, at cost as maybe decided by the Company.

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Company

Allottee

4.8 As part of the BSP, the Company shall be providing fire-safety equipments as per the current norms of the Govt. The Allottee shall additionally pay to Company his / their proportionate share of additional fire safety measures that may be undertaken due to any subsequent Government orders, directives, guidelines or if deemed necessary by the Company, for the overall safety of the said complex, which also includes the said Unit.

4.9 If due to any subsequent Government order / directive, any additional demand / claim / charge is made on the Company for the land in any manner and on any account whatsoever, the same would be payable by the Allottee on pro rata super area basis as and when demanded by the concerned authority and the apportionment of such payment and the time schedule thereof by the Company shall be final and binding on the Allottee.

4.10 The BSP mentioned above includes High side AC, external façade, fire fighting fixtures as per required norm and a Door but does not include interior work including low side AC, flooring / finishing, or internal wiring within the Unit, unless otherwise specified in Annexure B . The Allottee shall carry out the same at his/her/its/their cost and expenses. All fittings, fixtures, and finishes for the common areas will be provided by the Company.

4.11 It is also clarified that in case due to any subsequent Government order / directive / rules or if found suitable by the Company any additional facility is made available to the Allottee, the same would be payable by the Allottee on pro rata super area basis as and when demanded by the Company.

4.12 The Full Consideration specified under the Payment Plan as defined herein, are being calculated, charged and are to be paid by the Allottee based on the present proposed Super Area of the Unit. However in the event of any change (increase/decrease) in the Built-up Area of the Unit, there will be a proportionate change (increase/decrease) in the Super Area of the Unit. Such change in Super Area will cause the Full consideration of the Unit to be revised by the Company and the revised Full Consideration shall be payable by the Allottee and / or adjustable from the price at which the Unit has been booked for allotment by the Allottee.

ARTICLE 5: PAYMENT

5.1 The Full Consideration is to be paid by the Allottee to the Company as per the payment plan opted by the Allottee, and as set out in accordance with the terms of **Annexure A (the “Payment Plan”)** annexed herewith.

5.2 The Allottee has already paid a sum as detailed in Annexure A, towards the Full Consideration of the said Unit. The Allottee agrees and undertakes to pay the Full Consideration, inclusive of Sub Lease Premium and all other charges as described in this Agreement in the manner and in accordance with the timelines indicated in the Payment Plan.

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Company

Allottee

5.3 Out of the payments made by the Allottee, a sum equivalent to 10 (Ten) percent of the Sub Lease Premium (also referred as **BSP**) in respect of the Unit shall be deemed to be the earnest money (the “**Earnest Money**”). The Allottee agrees and acknowledges that the Earnest Money shall at all times be a nonrefundable amount, and shall be forfeited by the Company in the event of the failure of the Allottee to comply with its obligations under this Agreement. The Allottee agrees that the forfeiture of the Earnest Money is by way of liquidated damages payable to the Company on account of Allottee’s default and the same is a genuine pre-estimate of the damages suffered by the Company on account of the Allottee’s defaulting in his / her / its obligations undertaken under this Agreement.

5.4 It is hereby agreed by the Parties that timely payment by the Allottee is of the essence under this Agreement and that the Allottee shall make the timely payments in respect of each installment of the Full Consideration (as per the Payment Plan) inclusive of Sub Lease Premium and other charges payable under this Agreement in accordance with the timelines indicated herein.

5.5 The Allottee agrees and acknowledges that if any installment as per the scheduled is not paid by the due date, the Company will charge 24% interest p.a. on the delayed payment for the period of delay. The Company shall be sending the demand note by speed post /email to the Allottee(s) as and when the amount becomes payable as per the payment schedule in Annexure A. If the said amount remains unpaid by the due date mentioned in the demand note / reminder, the Company shall be sending maximum 2 reminders specifying the next due date. However, if the same remains in arrears for more than 90 days of the original demand note or the due date mentioned in the second reminder, whichever is later, the allotment of the Unit shall automatically stand cancelled without any prior intimation to the Allottee(s) and the Allottee(s) will have no lien / claim on the Unit whatsoever. In such a case, the amount deposited up to 10% of the cost of the Unit, constituting the Earnest Money will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding 90 days by charging interest @ 24% per annum and restore the allotment in case it has not been allotted to some one else on the waiting list or otherwise. In such a situation, an alternate Unit, if available, may be offered in lieu of the same. Upon any such termination of this Agreement, arising out of a default of the Allottee in making any payment hereunder, the Allottee shall not be entitled to any rights, title, lien, claims or demands whatsoever against the said Unit or any other unit(s), or the Project / Company.

The Company shall send all letters / notices / reminders and communications to the sole / first applicant at the address given in the Application Form at the time of booking. It is clarified that the Company shall not be liable to send separate communication, letter / notices / reminders to applicants other than the first applicant. Further it shall be the sole responsibility of the Allottee to inform the Company of all subsequent changes in his / her / its address, through the means of speed post (with acknowledgement), failing which all demand notices and letters posted at the

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Company

Allottee

earlier registered address shall be deemed to have been received by the Allottee upon the expiry of three days after the posting of such letter.

5.6 The Allottees may at their option raise finances or a loan for Sub Lease of the Unit, including through mortgage of the Unit (subject to the terms of the Lease Deed, including inter alia the obtaining of the no objection certificate from the Company and any tri-partite agreement in this regard). However, it shall remain the sole responsibility of the Allottee to ensure sanction of the loan and disbursement of the same as per the Payment Plan opted for by the Allottee. In the event of any default or delay in making of applicable payments to the Company, including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by the Allottee, the Company shall be entitled to take recourse to all remedies available under applicable law, in conformance with the Lease Deed and this Agreement including inter alia to terminate the Agreement.

5.7 In the event of delay on the part of the Allottee in making payment of the Full Consideration as per the Payment Plan opted by the Allottee required to be made in accordance with the timelines indicated herein, then, without prejudice to the Company's rights to terminate this Agreement, the Allottee shall be required to pay interest at the rate of 24% per annum from the due date (in respect of such amounts) in relation to all such outstanding amounts/ payments till the date of due and final settlement of all amounts payable (including interest thereon) subject to clause 5.6 above.

5.8 Further, all payments received will be first applied towards any applicable / chargeable interest and other dues, if any, and thereafter towards the installments, as due under the Payment Plan, and no payment will be taken by or on behalf of the Company, after due date without the payment of the applicable interest.

5.9 Upon the termination of this Agreement, any amounts deposited or paid by the Allottee to the Company, shall be refunded to the Allottee, without the payment of any interest thereon, subject to the deduction of earnest money, all costs, expenses, Taxes and service charges, together with any brokerage (if any) payable in relation to the allotment of the Unit to the Allottee, as maybe specified by the Company.

Provided however, that where any loan facility is availed of (by the Allottee), the Refund shall be disbursed as per the clauses of any tripartite agreement for the said Unit and the Allottee(s) hereby undertake(s) to indemnify the Company for the losses that may arise due to the refund on account of the termination of this Agreement.

It is hereby clarified that any refund / release of any amount by the Company to the Allottee / bank / financial institution etc. shall be made by the Company through an account payee cheque(s) only.

5.10 It is hereby agreed by the Parties that in the event of this Agreement being terminated, the Company shall be free to allot the Unit to any other person(s), free of any rights of and / or liabilities / obligations towards the Allottee.

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Company

Allottee

5.11 All payments due from the Allottee under this Agreement shall be made only through demand draft(s) payable at New Delhi/Noida/or through pay orders or A/c payee cheques issued by/drawn on banks at New Delhi/ Noida in favor of “**Sunshine Tradetower Pvt. Ltd.**” payable at New Delhi/Noida. The reverse of each cheque shall record the number of the Unit and name & mobile number of the applicant under the allotment Agreement.

5.12 For all payments, the date of clearance of the demand draft/pay order/cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Company to charge from the Allottee an additional amount of Rs.1,000/- towards administrative handling charges.

5.13 The Allottee shall be entitled to a signed receipt, as issued by the Company against delivery of every demand draft/pay order/cheque issued by the Allottee, subject to the clearance of the said demand draft/pay order/cheque.

5.14 Subject to the terms of the Lease Deed, the Allottee may elect to have the Unit financed from an approved bank/financial institution (the “**Allottee’s Bank**”). Upon the Allottee’s Bank giving a guarantee to the Company (or the bankers/financiers of the Company) to pay the installments on the due dates specified hereunder, the bankers/financier of the Company may release/ transfer mortgage of the Unit in favour of the Allottee’s Bank directly, who may then hold the same as security for recovery of the dues against the Allottee.

5.15 In case the Allottee has opted for the assured return scheme, the Company shall pay the interest, at the agreed rate, on calendar quarterly basis to the Allottee from the date from which the 100% consideration is credited to the Company’s bank account. Such interest shall cease to be payable from the immediate next month after the month in which offer for possession is communicated to the Allottee, either through speed post/ registered post/ courier/ email etc. The month in which the offer of possession is communicated to the Allottee shall be deemed to be the month in which such offer has been sent at the registered address of the Allottee with the Company. Any applicable taxes on the assured return will be deducted at source.

ARTICLE 6: POSSESSION OF UNIT

6.1 Subject to the sanction of requisite approvals and receipt of payments from the Allottee, the Company shall endeavor to complete the construction of the Unit by 31/12/2019. After the expiry of the aforesaid period, the Company shall have a grace period of six (6) months to complete the construction of the Unit (the “**Grace Period**”).

6.2 The Parties agree and acknowledge that where the completion of the construction of the Unit and/or the handing over of the possession of the Unit is delayed by any reasons beyond the control of the Company, including without limitation Force Majeure (defined hereinafter), then no claim whatsoever by way of any damages/compensation shall be raised against the Company,

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Company

Allottee

and the Allottee hereby waives all rights and claims in this regard. Further, where any delay occurs in possession being handed over to the Allottee on account of any of the reasons specified under this Clause 6.2, the Company shall be entitled to a reasonable extension of time for handing over possession of the said Unit to the Allottee. For the purposes of this Agreement “**Force Majeure**” shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies the following conditions:

i) Materially and adversely affects the Project and/or the performance of an obligation of the Company;

ii) Is / Are beyond the control of the Company:

And includes (without limitation) the following events and/or circumstances:

a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;

b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;

c) strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the Project;

d) change in Government policy, laws (including inter-alia any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Project or rights therein;

e) acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;

f) any judgment or order of any court of competent jurisdiction or Government in India made against the Company in any proceedings.

6.3 It is hereby agreed that possession of Unit shall be delivered by the Company to the Allottee(s) subject to all dues and demands payable up to the date of such possession, including as specified under this Agreement or vide a separate demand notice made by the Company, by the Allottee(s) have been made to the Company together with all applicable interest (including for any delays), and all Taxes.

6.4 Subject to the Allottee having complied with its obligations under this Agreement, as well as the Application Form, including but not limited to timely payment of the Full Consideration inclusive of Sub lease Premium and other charges as per the Payment Plan opted by the Allottee as specified in the demand notice(s), in the event of any willful delay in construction of the Unit beyond the Grace Period, for reasons attributable solely to the Company, delay charges would be payable to the Allottee at the rate of Rs. 100 per sq. mtr. per month for the first 6 months on the basis of each completed month of delay calculated from the date of expiry of the Grace Period and thereafter Rs. 200 per sq. mtr. per month on the basis of each completed month of delay calculated from the date of expiry of the Grace Period.

6.5 It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made by the Allottee for the same (and be calculated from the date of the said demand), till

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Company

Allottee

the date when possession of the Unit is offered to the Allottee. Further, all payments towards the delay charges, as due from the Company, would be adjusted from payments due to the Company from the Allottee at the time of the final settlement thereof. Provided specifically that, the Company shall be entitled (without the payment of any delay charges) to not to offer possession of the Unit, to the Allottee, till all amounts due and payable by the Allottee to the Company, as of such date (including all default interest specified above), have been paid by the Allottee.

6.6 The Allottee shall take possession of the Unit within 30 days from the date of issue of offer to take possession, failing which the Allottee shall be liable to pay holding charges @ Rs. 100 per sq. mtr. per month to the Company on Super Area basis, for the first 6 months and Rs. 200 per sq. mtr. per month on super area for the balance period the Allottee does not take actual physical delivery of the Unit. It is hereby clarified that these holding charges shall be independent of all dues and charges specified hereunder. Where Allottee omits, fails, refuses and/or neglects to take possession of the said Unit from the Company for any reasons whatsoever, the Unit shall be held by the Company at the risk and cost of the Allottee. The Company shall recover such holding charges and costs from the Allottee before giving the actual physical delivery of the Unit.

6.7 Subject to Clause 6.6 above, in the event of the Allottee fails to take possession for any reasons whatsoever (including but not limited to any willful failure or refusal to take possession), the Allottee shall be deemed to have taken the possession by the Company and the Allottee shall be liable for the payment of maintenance charges or any other Taxes, leviable/applicable in relation to the Unit and the Company shall not be responsible for any loss or damages to the finishes, fittings and fixtures in the Unit on account of such failure to take possession. Notwithstanding the fact whether the Allottee has actually taken over the possession of the said Unit from the Company or not, the Allottee shall be liable to pay the pro-rata share of maintenance charges calculated from the date specified by the designated maintenance agency / Company as case may be, upon offer of possession to Allottee. The Allottee also undertakes to become member of association formed by the Company for Owners of Unit(s) in the complex.

6.8 The Parties agree and acknowledge that the Super Area of the Unit is subject to variation and change (in case there is a change in the **Built-up Area** of the Unit), in proportion to the change in the Built-up Area and up to a maximum extent of 10%, at the time of the delivery of possession of the Unit to the Allottee(s), and the charges in relation to the same will be payable / adjusted as specified hereinabove. In case the change is beyond 10%, the Allottee will have the option to retain the Unit by paying the difference of the BSP or seek the allotment of another unit of size similar to the original allotted Unit. In case, the Company is unable to allot another unit, the Allottee will be eligible for asking cancellation of the allotment and Company will cancel the allotment and refund the allotment amount with 12% interest. No claim, demand, suit and/or litigation, shall be raised by the Allottee in relation to such variation in the Super Area, and the Allottee hereby waives all rights in relation to the same.

6.9 The Allottee agrees and undertakes that, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter, the Allottee shall have no objection to the

The terms and conditions of this Agreement have been read and understood by me/us and I/we hereby accept the same.

Company

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Company undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the Unit.

ARTICLE 7: SUB LEASE

7.1 The Company shall ensure, subject to the Allottee having paid the full consideration inclusive of Sub Lease Premium and other charges and dues to the Company as per the payment plan and demand notice(s), to execute the Sub Lease of the Unit in favour of the Allottee as per applicable laws, including inter alia the rules, regulations and bye-laws of the NOIDA, and shall be executed in the form as prescribed or approved by NOIDA.

7.2 All costs, charges and expenses towards grant of permission to Sub Lease and execution of the Sub Lease including any taxes, miscellaneous or other additional or related charges, if any, payable under law or demanded by any Government shall be paid and borne by the Allottee.

7.3 Save and with the sole exception of the interior spaces of the Unit allotted to the Allottee, the Allottee shall have no proprietary title or interest over any common area, including without limitation any lobbies, staircase, lifts and corridors (the “**Common Area**”). Provided that the Allottee shall, subject to the payment (to the Company) of all of maintenance charges have rights of use of the Common Area.

7.4 All Common Area and facilities shall remain the property of the Company, which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred / assigned to any other body or association of the Project in accordance with the provisions of any applicable legislation.

7.5 The Allottee agrees and undertakes to co-operate with the Company at all times, and shall, from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers, do all the acts, deeds and things as the Company may require for the purposes of giving effect to the terms of this Agreement, and for safeguarding the interests of the Company and other Unit owners, in relation to the Project.

7.6 At any time prior to the execution of the Sub Lease, the Allottee may nominate a third party and may get the name of a nominee substituted in the Allottee's place and assign all rights and obligations of the Allottee under this Agreement to such third party, subject to the prior written approval of the Company and on clearing all dues and outstanding payable to the Company in terms hereof, till that date. The Company may at its sole discretion permit such substitution and assignment on such terms and conditions as the Company may deem fit and proper, and in accordance with applicable laws including inter alia any guidelines issued by NOIDA, if any, in this regard. The Company shall upon receipt of Full Consideration including Sub Lease Premium and other charges will confirm the possession of the Unit in favour of the assignee and shall effect execution of Sub Lease Deed in respect of said Unit in favour of the assignee, with prior approval of the NOIDA thereby conveying the right, title and interest in the Unit in favour of such assignee as per provisions of law. Any assignment charges, unearned increase, transfer

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charges as applicable by NOIDA Administration and payable to NOIDA, stamp duty and registration charges shall be borne by the assignee/Allottee as the case may be. The said assignee shall be bound by the terms and conditions of the Agreement. The Allottee assures the Company that he/she/it shall be solely responsible and liable for any violation under law, if committed by him/her/it in respect of such substitution/assignment, and that the Company shall not be liable on any account whatsoever in respect of any transaction between the Allottee and his/her/its assignees(s). It is agreed and understood by the Allottee that upon such substitution/assignment, the Allottee herein shall not be entitled to any privileges, rights and facilities if any, available in the said complex arising from occupation/possession of the Unit by his/her/its assignees(s). It is hereby agreed that all applicable administrative transfer charges as prescribed by the Company for such substitution and assignment (including towards the execution of any agreements, documents, or contractual arrangements as maybe required under any applicable law), together with any applicable taxes for such substitution and assignment for the same will be to the sole account of and be payable by the Allottee/assignee as the case may be prior to such substitution/assignment, subject to permission for such substitution/assignment being granted by NOIDA as per its rules and regulations. It is clarified that any change in name of the Allottee and/or any additions/deletions thereto, including through the means of any substitution and assignment as contemplated hereinabove, shall be deemed as substitution for the purposes of this Agreement. All such assignee(s) shall furnish requisite undertaking and indemnities to abide by all the terms and conditions of the present Agreement. Any assignment / nomination / transfer / of rights of Allottee(s) hereunder in favour of any person / entity by whatsoever means and for whatever reasons prior to execution of Sub Lease shall be effected by means of procedure prescribed by the Company. Any assignment / substitution / transaction in deviation / violation of the aforesaid shall be null and void.

7.7 It is hereby agreed that subsequent to the execution of the Sub Lease, any further transfer (whether by means of a sub lease, assignment, disposal or otherwise) of the Unit or any rights therein, by the Allottee, shall be subject to prior approval of NOIDA Administration and as per applicable laws in particular rules and regulations of NOIDA. All such assignments etc shall be subject to all restrictions and impositions as stipulated in this Agreement notwithstanding that the same are not explicitly mentioned in the Sub Lease Deed.

7.8 It is agreed that even after assignment/transfer of the Allottee's right in the Unit in favour of any third party/assignee, the Company shall have the right to make additions/alterations as may be permitted by the competent authorities on the Plot.

ARTICLE 8: MAINTENANCE OF THE PROJECT

8.1 The Company shall provide the requisite common area maintenance services within the Project which shall broadly include operation and maintenance of the power backup and distribution lines, generator systems, fire - fighting system, garbage disposal, upkeep of common areas, water supply, sewerage system and drainage system, lighting facilities for the common area and internal roads, maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, provisions of general watch and ward including surveillance System

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within the Project, insurance of the building(s) and common installations/equipments/machines in the Project (collectively referred to as “**Maintenance Services**”). Further, it is clarified that the cost of electric, water and sewer connection charges, provision for fire - fighting equipments, surveillance systems, power backup facility etc. common to the building, are included in the **Full Consideration**.

8.2 It is hereby agreed that the Company shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other appropriate agency designated by it (collectively referred to as “**Maintenance Agency**”). The Allottee hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the “**Maintenance Charges**”) as may be fixed by the Maintenance Agency / Company as the case may be from time to time, and as revised by the Maintenance Agency / Company from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the 1st day of the calendar month in which the possession of the Unit is offered by the Company to the Allottee. In the event, the Allottee fails or willfully neglects to make any payment which becomes due and payable, the Allottee shall cease to be entitled to the right to use any common facility or services in the said Project. The Allottee agrees that in such event, it shall disentitle him/her/it to use and enjoy the amenities, available in the said Project including egress and ingress to the said Unit which include without limitation power back up, electricity and water supply to the Allottee in respect of the said Unit and it shall not make/raise any claim in this regard.

8.3 The Allottee agrees that it is essential for necessary upkeep of the Project for proper Maintenance Services to be provided under a common platform and undertakes to enter into and execute a separate agreement with the Maintenance Agency/ Company as the case may be (the “**Maintenance Agreement**”) in relation to provision of Maintenance Services in the Project (if so required by the Maintenance Agency/Company), prior to the Allottee taking possession of the Unit. The Maintenance Agreement may inter alia specify the Maintenance Services to be provided in relation to the Unit and the Project and the applicable Maintenance Charges payable by the Allottee in respect of the same.

8.4 Further, the Allottee shall also pay to the Maintenance Agency/Company as the case may be, in addition to interest – free security deposit, advance Maintenance Charges as per the terms finalized by the Maintenance Agreement, prior to taking over the possession of the Unit. The Parties agree and acknowledge that this security deposit shall pursuant to any transfer (whether by means of a sub lease, assignment, disposal or otherwise) of the Unit by the Allottee to a third party, be transferred in the name of such third party transferee.

8.5 The Allottee agrees and undertakes to pay all the applicable property tax and other Taxes as assessed by any Government, in respect of the Unit or the Plot in proportion with the Super Area, directly to such authority / Company / Maintenance Agency, as the case may be.

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8.6 The Parties agree that the structure of the building(s) in the Project may require to be insured against fire, earthquake and any other natural calamities and disasters, and that the same may be obtained by the Maintenance Agency / Company as the case may be on behalf of the Allottee (with the costs of such insurance being due and payable by the Allottee as a part of the Maintenance Charges). Provided however, that insurance in respect of contents of each Unit (including but not limited to any fitting or furnishing) shall not be obtained by the Maintenance Agency/ Company as the case may be, and shall be obtained separately by the Allottee (or any occupant of the Unit) as the Allottee's own cost.

8.7 The Parties agree that in addition to the Maintenance Charges, the Allottee may from time to time be required (as maybe specified by the Company) to contribute to a 'Capital Replenishment Fund' as Interest Free Maintenance Deposit ("IFMD"), which shall be utilized for the express object of providing for replacement or refurbishing of capital/maintenance equipment or for carrying out major repairs to the building, infrastructure, machinery and equipment, installed in the Project. Non-payment of any contribution in this regard would also disentitle the Allottee from the facilities in a similar manner as for Maintenance Charges.

ARTICLE 9: USE OF THE UNIT AND COMMON AREAS

9.1 The Allottee shall use the said Unit for the purpose of any permitted legal commercial activity. Any change from the permitted use will be treated as breach of this Agreement entitling the Maintenance Agency / Company to take appropriate action for stopping any violation or the changed use of the Unit. The Allottee shall be responsible and liable to pay all the charges/demands/penalty etc. as may be demanded/imposed by any Government authority/entity in this regard. Further the Allottee also agrees to indemnify the Maintenance Agency / Company, as the case may be, for any loss that may arise on such changed use of the Unit.

9.2 It is mutually agreed that save and except in respect of the said Unit hereby agreed to be allotted hereunder and subsequently Sub Leased to the Allottee, he/she/it shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress in the manner Company may provide from time to time over or in respect of land, open spaces and any common areas in the Project which shall continue to remain the absolute and sole property of the Company.

9.3 In addition to above, though not forming a part of computation of Super Area for which the Sub Lease Premium is charged, the Allottee shall have undivided, impartible, proportionate share of the area in the land underneath the building. Such right shall vest in favour of the Allottee only after development on entire Plot of land is completed and whole Project has become functional and the Unit has been Sub Leased in favour of the Allottee.

9.4 The Allottee hereby accepts that right to use common facilities in the said Project shall be subject to payment of applicable charges and performances of all covenants of these presents. The Allottee shall use common areas like corridor, basement, terrace, staircase, etc, and other

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facilities harmoniously along with other occupants/Allottee(s) without causing any inconvenience or hindrance to others in accordance with the terms and guidelines as framed by the Company.

9.5 The Allottee agrees and undertakes that the Allottee shall not do or permit to be done, any of the following acts:-

a) To do anything in or about the said Unit which may cause or tend to cause damage to any flooring or ceiling or any part of the Unit or any Unit above/below or adjacent to Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

b) To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other common areas even if the entire floor/floors in any part of the Project are occupied by the Allottee.

c) It is hereby clarified that the Allottee of any Unit on the ground floor shall not have any right over the lawn or any open space (or any other Common Area), attached/close to the Allottee's Unit, except where it has been expressly mentioned.

d) To make any alterations in any elevations and outside colour scheme of the expressed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Unit which in the opinion of Company differ from the colour scheme of the Project. It is hereby clarified that while the Allottee shall be free to decide on the interiors and the colour scheme thereof, the Allottee shall not change the colour and facade of exterior of the Unit or the common passages/corridors as specified hereinbefore.

e) To put up any name or signboard, publicity or advertisement material outside the Unit or anywhere in the common areas without prior written permission of the Maintenance Agency / Company, as the case may be.

f) To cause noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags or garbage etc., anywhere save and except in areas/places specifically earmarked for the purposes in the Project.

g) The Allottee shall at the Allottee's own cost keep the said Unit in good and tenable condition, and repair and maintain the same properly. The Allottee shall also keep the inside of the Unit in a neat, clean and tidy condition. The Allottee will ensure that all dirt, garbage and waste is properly transported out in covered cans/bags,

h) To do, nor permit or suffer anything to be done in any manner to any part of the building, the staircase, lifts, shafts and common passages, compound or in which would expose the Project to any kind of risk or loss, whether physical, legal or otherwise.

i) To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs/concrete or other structural support. Further, no damage to the building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed / maintained.

j) To divide or sub-divide the Unit in any manner, which is at all times required to remain a single Unit.

k) Store/stock/bring into/keep in the said Unit any goods/material/fluid/chemical/substance of explosive/hazardous/ combustible /flammable nature or any act which has effect of doing so,

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either directly or through any of the Allottee's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring Units, and/or the assets of the other occupants or the equipments in the Project.

l) To do any act or omission, which may endanger the occupation of the other areas or be a source of nuisance to others.

m) The Allottee further agrees, acknowledges and undertakes that:

i) The Allottee hereby warrants, covenants and represents that he/she/it has applied for taking on Sub lease, the said Unit with full knowledge and subject to all the laws/notifications/NOIDA Authorities Regulations and Rules applicable to this area in general which have been explained by the Company and understood by the Allottee

ii) The Allottee shall abide by all laws, rules regulations, notifications, statutory provisions applicable to the Plot including but not limited to the terms and conditions of the Lease Deed, as applicable to the Project and the Unit and that the Allottee has clearly understood the Allottee's rights, duties, responsibilities, obligations there under, and agree to abide by the same. The Allottee further expressly agrees to adhere to and undertake only such activities, services, vocations as listed out and permitted by NOIDA and agrees not to act in derogation of any law, rules or notifications pertaining to such restrictions.

iii) No immoral, improper, offensive or unlawful use shall be made of the Unit or the Project or any part thereof. Further, the Unit shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the Project. The Allottee shall not do any act or omission which will make it difficult for the other Allottees to enjoy and make the best possible use of the Units and the Project. The Allottee shall permit the maintenance agency / Company and its surveyors and agents at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof.

iv) The Allottee shall adhere to and abide by all laws, byelaws, rules and regulations of any Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the said Unit/Project and as maybe amended from time to time, and to pay all applicable Taxes as maybe due, in respect of the Unit, and in respect of the Plot and/or the Project (in proportion to the Super Area of the Unit).

v) To have neither relied upon nor have been influenced by any brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever either written or oral in respect of the said Unit or said Project.

vi) The Allottee hereby covenants with the Company to pay from time to time the amounts which the Allottee is liable to pay as agreed under this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non observance or non-performance of the said covenants and conditions except in so far as the same are to be observed and are to be performed by the Company.

vii) The Project shall always be known as '**SUNSHINE BUSINESS PARK**' and the same shall not be changed by any association or society of the Unit owners or any other persons. Further, at all times, the name of the Company or the group it belongs to i.e. Sunshine Group,

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shall always be displayed at a prominent place in the Project. The copyright/trade mark/property mark and all intellectual property (including the words 'SUNSHINE BUSINESS PARK'), (whether registered or not) shall always remain and vest with the Company, and no person, including but not limited to any association / society / body / individual / entity shall have any claim or right of any nature whatsoever on the said intellectual property.

ARTICLE 10: GENERAL

10.1 The Parties agree and understand the execution of this Agreement is subject to the terms and conditions, restrictions and limitations contained in the Lease Deed, the Terms and conditions of provisional allotment contained in the Application Form. The Allottee has read and understood the same and has undertaken to abide by all such terms and conditions, restrictions and limitations.

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

10.3 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (referred to in this Clause as a “**Notice**”) to any Party shall be sufficiently given / deemed to be delivered if delivered personally, or if sent by prepaid registered mail, speed post or by e-mail or if transmitted by fax or other form of recorded communication to such Party(ies).

And it shall be the responsibility of each Party to inform the other Party through the means of a written Notice and also obtain a formal specific receipt in relation to all subsequent changes, if any, in the address, email ID, contact numbers etc., failing which all communications and letters posted at the last recorded address will be deemed to have been received by all the Allottee(s).

10.4 The Allottee shall be required to obtain all necessary approvals, licenses and permissions including from any Government, in relation to the Sub Lease of the Unit by the Allottee, and specifically where the Allottee has NRI status or is a foreign national, such Allottee shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. Further in case any such approval, license or permission is ever refused or subsequently found lacking by any Government/the Company, the Company shall be entitled to terminate this Agreement, in the manner set out in Clause 5.7 to Clause 5.10. Such Allottee(s) agrees that the Company will not be liable in any manner whatsoever in this regard.

10.5 Headings to the Clauses/Articles of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement.

The terms and conditions of this Agreement have been read and understood by me/us and I/we hereby accept the same.

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10.6 Words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively.

10.7 The Recitals, Annexures/Schedules hereto form part of this Agreement and are expressly incorporated herein.

10.8 The Parties agree that this Agreement may be executed in as many counterparts as the Parties may deem fit, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

10.9 Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor constitute any Party as the agent of another Party for any purpose.

10.10 Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

10.11 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

10.12 Except as specified herein, the Allottee shall not be entitled to assign any benefits, rights, obligations or burdens under this Agreement to any third party without the prior written consent of the Company/Maintenance agency. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.

10.13 Notwithstanding, anything contained in this Agreement, the Company shall be entitled to raise loans from financial institutions and banks, in relation to the Project, and further, that for the purposes of such loans, the Company shall be entitled to encumber the land together with all/few unallotted units, therein, including inter alia by way of creation of mortgages, charges, liens etc. Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Allottee, the Unit shall be delivered to the Allottee free of all charges and encumbrances if any on the Unit, as on the date of the execution of the Sub Lease.

10.14 All terms and conditions/provisions of any provisional allotment and allotment letter, are hereby deemed incorporated herein and are not relevant for this Agreement. Any provisional

The terms and conditions of this Agreement have been read and understood by me/us and I/we hereby accept the same.

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Allottee

allotment(s) and allotment letter(s) is / are hereby superceded and revoked. The Parties agree that this Agreement represents the entire binding understanding and covenant by and between the Parties hereto and no other representation or communication, oral or written or otherwise (tacit or explicit), exists or forms the basis for this Agreement. In the event that any provision of this allotment Agreement, is invalid, unenforceable or in any manner repealed, the same shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions and terms hereof. The Company shall, and the Allottee agrees that the Company shall, have the absolute right (in its sole discretion) to replace such offending provision with a new equivalent provision.

ARTICLE 11: ARBITRATION AND JURISDICTION

11.1 This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws of India.

11.2 Any dispute arising between the parties in relation to this Agreement and its schedules, annexures (if any) or the Maintenance Agreement or any other congruent Agreement, shall first be tried to be amicably resolved by the parties. Failing amicable resolution within 30 days of the commencement of negotiations, the dispute shall be referred to a Sole Arbitrator as appointed by the Company. The Allottee hereby agrees and confirms that it shall have no objection to such appointment. The Arbitration shall be conducted as per the Arbitration and Conciliation Act, 1996, or its statutory modifications, amendments or re-enactments thereof in English language. The Award of the Arbitrator shall be final and binding upon all the parties. The venue of arbitration shall be New Delhi unless otherwise decided mutually by the parties.

11.3 It is agreed by and between the Parties hereto that the arbitration proceedings and all other matters connected to arbitration and any disputes, suits, complaints, litigation, claim or any other matter arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of Courts at New Delhi.

The terms and conditions of this Agreement have been read and understood by me/us and I/we hereby accept the same.

Company

Allottee

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND SEAL THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

For the Allottee:-

(Allottee):

Name:

Designation:

In the presence of

Name:

Address:

For the Company:-

Authorised Signatory:

Name:

Designation:

In the presence of

Name:

Address:

Annexure A - Details of Consideration (Amount and Schedule of payment)

(Attached Hereto)

Annexure B - Details of Specifications (for the Unit)

(Attached Hereto)

Annexure C - Details of Location of the Unit

(Attached Hereto)

The terms and conditions of this Agreement have been read and understood by me/us and I/we hereby accept the same.

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