

AGREEMENT

This Agreement is made at New Delhi on thisday of

BETWEEN

M/S JOP INTERNATIONAL LIMITED, a Company registered under the Companies Act, 1956 having its Registered Office at 45/77, West Punjabi Bagh, Delhi-110 026 and Corporate Office at 2/85, 2nd Floor, West Punjabi Bagh, New Delhi-110026 through its authorized signatory hereinafter called the Company.

AND

(i) Shri/Smt./Dr./Km.

S/W/D of

R/o.....

(ii) Shri/Smt./Dr./Km.

S/W/D of

R/o.....

who has/have booked Apartment No..... in the block no. with a super area admeasuring approx. sq.ft. & flat type..... in the group housing project of the Company named JOP PALMS at Sec-28, Rohtak Haryana-124001 hereinafter called the Buyer.

DEFINITIONS AND INTERPRETATION OF THE WORDS/EXPRESSIONS USED IN THIS AGREEMENT.

The following words and expressions when typed in bold letters shall have the meaning assigned herein. Otherwise, such words and expressions shall be attributed to their ordinary meaning.

“Company” means M/S JOP INTERNATIONAL Limited., having its Corporate Office at West Punjabi Bagh New Delhi-110026, and includes its affiliates, sister concerns, subsidiary (ies), associates(s) and the holding company, if any.

“Buyer/Allotee” means the person(s) who has/have agreed to buy the Apartment in accordance with the terms and conditions set out in the Allotment Letter.

“Agreement” means this Builder-Buyer Agreement signed between the Company and the Buyer and includes all its terms and conditions along with enclosures.

“Land” means the land admeasuring approximately 6.99 Acres for the construction of the Group Housing Society.

“Complex” means all apartments/buildings/towers and includes all parts and portions thereof as also the other areas such as the grounds, guard room, club, swimming pool, commercial areas and all other properties and assets within and including the boundary wall of the Land.

“Building/block” means all the towers in the Complex named “JOP PALMS”.

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Authorized Signatory

(1 of 20)

Buyer

Buyer

“Apartment/Unit” means the specified Apartment No. mentioned above allotted to the Buyer in the Block, the details of which have been set out in the Allotment Letter.

“Allotment Letter” means the Allotment Letter dated.....issued by the Company expressing the intent of the Company to sell the Apartment to the Buyer. A copy of the Allotment Letter along with its enclosures forms part of the Agreement.

“Payment Schedule” is the schedule of payment as attached with the Allotment Letter and mentioned as Annexure A-II

“Basic Sale Price” is the selling price of an apartment with the specified super area. It includes charges namely External Development Charges and Internal Development Charges amounting to Rs 250 per sq of the super area and one car parking space. Amount Mentioned in Annexure A-I

“Total Price” means the amount amongst others, payable for the Apartment which includes the Basic Sale Price, and all other charges in the prevailing price list, but does not include other amounts, charges, taxes, security amount etc., which are payable as and when demanded by the Company, including the following but not limited to:-

- i) Maintenance charges, additional Preferential Location Charges in case the apartment gets preferentially located.
- ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale deed which shall be borne and paid by the Buyer. Also EDC and IDC above Rs 250 per Sq feet.
- iii) The cost of prepaid electric meters for individual apartments along with the required accessories.
- iv) Cost of additional parking space(s) if allotted to the Buyer at a later date on the demand of the Buyer.
- v) Any other charges that may be payable by the Buyer in respect of the Apartment and such other charges as may be demanded by the Company.
- vi) Service Tax and/or any other taxes as levied from time to time.

The above amounts shall be payable by the Buyer in accordance with the terms and conditions of the Allotment Letter and/or as per the demand raised by the Company from time to time. For all intents and purposes of terms and conditions set out in the Agreement, the singular mentioned in the Agreement includes plural and masculine includes feminine gender.

“Taxes” means any and all taxes payable by the Company by way of value added tax, central sales tax, works contract tax, workers welfare cess/fund, services tax/cess, educational cess or any other taxes, charges, levies by whatever name called in connection with the development/ construction of the Apartment and the Building.

“Maintenance Charges” means the maintenance to be paid by the Buyer for the maintenance and upkeep of the Apartment, the Building and the Complex to the Company or to the Maintenance Agency as decided by the Company payable on a quarterly / monthly basis after one year of the date of offer of possession.

“Maintenance Agency” means the person(s) who shall carry out the maintenance and upkeep of the Complex and who shall be responsible for providing the maintenance services within the Complex

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which can be the Company or association of apartment owners/RWA or such other agency/body/company to whom the Company may hand over the maintenance of the Complex at the sole discretion of the Company.

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, and / or despite the adoption of reasonable precaution and alternative measures be prevented or caused to be prevented and which adversely affect the Company’s ability to perform the obligations under the Agreement which shall include but not be limited to:-

- (a) Acts of God e.g. fire, drought, flood, earthquake, epidemics, and natural disasters;
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) Strikes or lock-outs, industrial disputes;
- (d) Non-availability of cement, steel or other construction materials due to manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, acts of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any court or governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed to in the Allotment Letter; or
- (g) Any event or circumstances analogous to the foregoing.

WHEREAS the Company has tentatively planned construction of a total 442 apartments of different sizes in the Complex named as “JOP PALMS” on the plot mentioned above.

NOW, THEREFORE, the Company and the Buyer sign the Agreement to bring on record the following points of agreement:-

- 1) The freehold Residential Group Housing plot measuring 6.8875 acres has been approved by the Directorate Town & Country Planning, under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rules, 1976 made there-under vide its license No. 7 of 2013
- 2) That the building plan of proposed group housing tower/ shopping tower have been duly sanctioned by the Directorate Town & Country Planning (DTCP), Haryana vide its Memo No. ZP-872/SD(DK)/2014/3698 Dated 18/2/14. The proposed project / tower will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for commercial and recreational facilities, such as club, swimming pool, basements parking spaces, space for public amenities, nursery school, temple etc.
- 3) That the buyer has / have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the DTCP as well as of the government orders / notifications / DTCP policy for the Group Housing Society in Haryana, as and when issued from time to time.
- 4) That saving and excepting the particular apartment allotted in accordance with the clause 9, the buyer shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces [excepting what has been allotted by an agreement to the buyer in accordance with the clause 9] or tot-lots, space for public amenities,

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shopping centers or any other space not allotted to him / her/ them, which shall all remain the property of the company for all times unless the company decides to dispose them off subject to right of the buyer as mentioned hereinafter and the company can sell out the vacant apartments or the complete block of the apartments as a whole or in part to one or more person[s] / company[ies] / institutions whosoever for short term or long term. For removal of doubts it is hereby made clear that the discretion in respect of the matter as mentioned in the present paragraph is unfettered and it vests solely and exclusively in the company.

- 5) That the Buyer agrees to make payment in accordance with the payment schedule given by the Company along with the Allotment Letter without taking recourse to any pretext thereof.
- 6) That the Buyer has clearly understood that only by signing the Agreement, the Buyer does not become entitled to the ownership of the Apartment in the Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered. The Buyer agrees to abide by the terms and conditions of the Agreement including those relating to payment of the Total Price and other deposits, charges, rates, taxes (hereinafter defined) cesses, levies and forfeiture of earnest money and non-refundable amounts as laid down herein and in the Allotment Letter.
- 7) That the Buyer is fully aware of limitations, restrictions and obligations of the Company in relation to and in connection with the development/construction of the Apartment / Building / Complex and has also satisfied himself about status / title / interest / rights of the Company over the land on which the Apartment / the Building / the Complex is being developed /constructed and has understood all constraints of the Company in respect thereof. The Buyer confirms that no further inquiry in this regard is required by the Buyer.
- 8) That the Buyer shall pay the Basic sale Price of the Apartment in accordance with the payment schedule given in the Allotment Letter. In addition the Buyer shall also be liable to pay all other amounts, charges and dues not mentioned in the Allotment Letter but which may become due later on due to change in the policy of the administrative authorities or other charges or charges for reasons beyond the control of the Company. The Buyer agrees and understands that the Total Price of the Apartment and other charges are calculated on the basis of the super area of the Apartment which is tentative and may increase or decrease which shall be appropriately adjusted.
- 9) That subject to other terms and conditions of the Agreement and after the payment of the Total Price and other charges and dues and after the execution of the sale deed in favour of the Buyer, the Buyer shall have (i) Ownership of the apartment area of the Apartment. (ii) Undivided interest and right to use common areas and facilities along with other apartment owners and (iii) Right to exclusive use of the parking space(s), if allotted.
- 10) That the price consideration is for the total area of the said apartment, as mentioned herein above, known as "saleable area / super area" comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircases, lifts, entrances and the exits of the building/block, water supply arrangements and installation such as power, light, sewerage etc, and including all rights attached to the said apartment. However, it is admitted, acknowledged and so recorded between the parties that all other rights excepting basement rights, rights to carry out further construction in case of any change in the F.A.R. density, rights in the open spaces, lobbies, staircase, lifts, terraces, roofs, spaces for commercial user, parks, parking spaces [excepting what has been allotted by an agreement to buyer] or tot-lots, space

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for public amenities, or rights on any other space will be vested in the company / company and shall remain the property of the company who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.

- 11) That the buyer shall after possession comply with all the mandatory requirements and compliances e.g. The Ministry of environment impact assessment [EIA] norms or norms or rules etc laid down by Haryana Pollution control board / Water commission etc or any other rules and regulations laid down by state of Haryana or any other competent authority or any other instrumentality or agency of the state.
- 12) That the Buyer agrees that he shall not have any exclusive interest in basements, stilts, commercial premises, building, shops, community centers, club, nursery school etc., if any, constructed in the Complex. The Company shall be free to dispose off the same on such terms and conditions as it may deem fit. The Buyer shall not have any right to interfere in the manner of booking, allotment and finalizing of sale of shops, commercial premises, buildings, community center, club, etc. or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any other authority, body, person, institutions, trust and/or any local bodies which the Company may deem fit in its sole discretion. Any rights on terraces, basement, stilts etc., shall vest with the Company unless allotted separately.
- 13) That the Buyer agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of any act or statute substitute the method of calculating the undivided proportionate interest in the Land underneath the Building and in common areas and facility in any declaration with respect to the Apartment.
- 14) That the buyer undertakes to give correct information regarding the address, telephone numbers, email id for intimation and the company shall not be responsible for non-delivery of letters which would be sent by Registered Post/ Speed post/Reputed couriers. The buyer is required to contact company from time to time to know the instalment dues or for any other information.
- 15) That the Buyer agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in the Allotment Letter, failing which all letters by the Company shall be mailed to the address given in the Allotment Letter and will be deemed to have been received by the Buyer. In case of joint allotment communication sent to the first named buyer in the Allotment Letter shall be deemed to have been sent to all buyers.
- 16) That the Company is not required to send reminders/notices to the Buyer in respect of the obligations of the Buyer as set out in the Allotment Letter and this agreement and the Buyer is required to comply with obligations on his own.
- 17) The buyer hereby agrees to make all payments within time as per the terms of schedule of payments mentioned in this agreement and /or as may be demanded by the company from time to time without any reminders from the company through A/C payee cheque(s)/ demand draft(s) in favour of "JOP INTERNATIONAL LTD." . The receipt of payment shall be issued by the company in the name of first buyer(s) [in case the said unit allotted to joint Buyer(s)] irrespective of payment received from any other person.
- 18) It is agreed by the buyer that the timely payment of instalments and other allied charges/cost indicated herein is the essence of this agreement. It shall be incumbent on the buyer to comply with the terms of payment and the buyer herein has agreed that company is under no obligation For JOP International Ltd.

to send reminders for payments. If payment is not received by the company within the period as indicated in the allotment letter or if there is any breach of terms of this agreement, then this agreement may be cancelled.

- 19) The buyer hereby agrees that out of the amounts paid/payable by him for the said unit allotted to him, the company shall treat 10% of sale consideration amount as earnest money to ensure fulfilment of all the terms and conditions by the buyer as contained in this agreement.
- 20) In the event of the failure of the buyer to perform his obligations or fulfil all the terms and conditions set out in the Agreement, the buyer hereby authorises the company to cancel the Allotment of the said unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on instalments, interest on delayed payment due or payable. The amount, if any paid over and above the earnest money shall however be refunded to the Buyer/the financial institution as the case may be by the company without any interest after re-allotment of the said unit and after the compliance of certain formalities by the buyer. However, in exceptional circumstances the company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 24% p.a. on the amount outstanding on all due instalments from their respective due dates. This discretion and the exercise of discretion of company shall not be questionable in any court of law or any other forum in this regard. Further if any discount/concession has been given by the company in the basic sale price/ in the payment terms to the buyer in lieu of consensus of the buyer for timely payment of instalments and other allied cost, then the buyer hereby authorizes the company to hereby withdraw such discount/concession amount as part of sale consideration amount, which the buyer hereby agrees to pay immediately.
- 21) That the price of the Apartment is inclusive of the cost of providing electric wiring, switches in all rooms, toilets and kitchen and fire fighting equipments only as prescribed in the existing fire fighting code/regulation. In case, however, strengthening of fire fighting measures become mandatory due to subsequent legislation/orders or if considered necessary by the Company, the Buyer agrees to pay for the additional expenditure incurred thereon on pro-rata basis along with other buyers as determined by the Company in its absolute discretion.
- 22) That the Buyer agrees that the Company shall enter into an arrangement of supplying power to the Complex in which the Apartment is located. The Buyer further agrees that this arrangement of supply of power could be provided by the Company or its agent directly or through the respective society/association of apartment owners. It is further agreed by the Buyer that the Company shall have sole right to select the site, capacity and type of power generating and supply equipments as may be considered necessary by the Company. It is also understood that these equipments may be located anywhere in or around, within or nearby the Complex.
- 23) That company shall get single point electric connection for the project/tower from the concerned authority and will be distributed through separate meters to the buyer through prepaid system. The buyer will get the electric connection for the capacity, as opted by him/her/ them at the time of possession [minimum 3KVA] which will be charged.
- 24) That the rate for electricity charges and fixed charges [payable in case of minimum/ non-usage of electricity and power back up] payable as pre-paid system by the buyer to the builder will be decided by the builder.
- 25) That it is further agreed and confirmed by the Buyer that the Company shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time which may or may not be limited to the rate charged by state electricity boards. The Buyer agrees and confirms that he will pay the amount based on the tariff to the Company or its

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subsidiaries/affiliates directly or through the society/association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Buyer confirms and understands that such power generating or supplying equipments may during its operation cause inconvenience to the Buyer and he shall have no objection to the same. The Buyer shall be liable to pay the consumption charges. The Buyer shall not have right to raise any dispute with regard to such arrangement either with regard to the installation of power generating equipments or tariff at any time whatsoever during the period the Buyer continues to be the owner of the Apartment. The clause shall survive the conveyance of the Apartment or any subsequent sale/re-sale thereof.

- 26) One free car parking space allotted to the Buyer shall be an integral part of the Apartment which cannot be sold / dealt with independent of the Apartment. The Buyer may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of the Agreement pertaining to allotment, possession, cancellation etc. shall be read in the context of the parking space(s) so allotted, wherever applicable.
- 27) That the Buyer agrees that time is of the essence in respect of all payments to be made by the Buyer including the total price and all other amounts, charges, dues etc
- 28) That the building plans have already been approved by the competent authorities and the construction is being carried out in accordance with these approved plans. The Buyer has seen and accepted the plans and has agreed for the Allotment of the Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Apartment, floor plans and all other terms and conditions are liable to change, alterations, modifications, revision, addition, deletion, substitution or recast at the sole discretion of the Company, without issuance of any notice to the Buyer and may also change due to changes/modifications necessitated by the change in bye-laws or for any other reason whatsoever. The Buyer hereby agrees that the Company is fully entitled to increase/change the number of floors or the location of the Apartment in any of the buildings and/or the height of the Building and the Buyer shall have no right to object to the same. However, in case of any changes in the bye-laws and for any other reasons whatsoever, the Company shall be entitled, without issuance of any notice to the buyer, to change the plans and dispose of the additional areas as per its discretion. Any change in the super area of the Apartment of the Buyer for this or any other reason will be appropriately adjusted and the decision of the Company in this regard shall be final and binding.
- 29) That the Buyer is / are aware of and has / have knowledge that the building plans are provisional and tentative and agreed that the Company may make such changes / modifications, alterations, and additions therein as may be deemed necessary or may be required to be done by the company, the Government / DTCP, or any other local authority or body having jurisdiction, and the change can be made during the course of construction without any objection or claim from the buyer or providing any notice to the buyer. Any alteration / modification resulting in change up to $\pm 3\%$ in the saleable area/ super area of the apartment, there will be no extra charge / claim by the company / buyer against each other. However anything above 3% shall be charged by the company or less will be refunded or adjusted without interest by the company.
- 30) That the buyer consents that the company can make any type of change in pavement/ elevation/ design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the company.

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- 31) That the Buyer agrees and undertakes to pay all Government dues such as municipal tax, property tax, wealth tax, fees or levies of all and of any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Complex/Building/Apartment or land. The Buyer shall be liable to pay all such amounts as determined by the Company which shall be final and binding on the Buyer.
- 32) That the construction of the tower is likely to be completed as early as possible subject however, to force majeure circumstances, regular and timely payments by the buyers, availability of building material, any dispute with the contractor, change of laws by government authorities, availability of water supply and/or electric power and/or slow down/depression, strike and/or due to a dispute with the construction agency employed by the company, lockout or civil commotion or any militant action or by reason of war, or enemy action etc, or if non delivery of possession is as a result of any law or as a result of any restrictions imposed by a governmental authority or a delay in the sanction of building/ plans/grant of completion/occupation certificate by any governmental authority or for any other reason beyond the control of the company the company shall be entitled to a reasonable extension of time for delivery of possession of the said premises. No claim by way of damage, compensation shall lie against the company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the company.
- 33) It is further made clear that if on account of any law, the builder/company is prevented from completing the construction of the said premises or if the builder/company is prevented from delivering possession thereof to the buyer, on account of any action by any third party, or governmental authority, then it will be the sole and entire discretion of the company/builder to challenge the validity, applicability and/or the efficacy of such law and challenge the action by the third party. In such eventuality the money and the advance payments made to the builder/company by the buyer cannot be withdrawn or claimed from the builder/company till the final determination of the said case and that in the event of the company/builder being successful in the said case, the buyer shall be entitled to execution of sale deed as provided herein and delivery and possession of the said premises in accordance with the terms herein. However, in the event the company/builder is unsuccessful in the said case, and the impugned law is not varied or altered, resulting in the legal impediment for delivery of the possession or transfer of title to the said premises, the company/builder shall upon the judgment becoming final, absolute and binding upon the company/builder, pay to the applicant/buyer, the amount of booking money and other payment as had been received from the applicant/buyer, without any interest and compensation whatsoever within such time and in such manner as may be decided by the company/builder which shall be final and binding. It is further made clear that in these eventualities the cost of entire litigation or the expenditure incurred in the meeting such legal eventualities will be borne by buyer as well as builder/company in proportional manner.
- 34) The company shall complete the development /construction of the unit/project within 30(thirty) months from the date of the allotment letter, or within an extended period of six months, subject to clauses 32 and 33 mentioned above and subject to other buyer making timely payment or subject to any other reasons beyond the control of the company.
- 35) However, in case of delay in construction of the said unit attributable to delay of company subject to clause 34 mentioned above, the company shall pay to the buyer a sum of Rs 100/- (Rupees hundred only) Per day for the period of delay.
- 36) Buyer further understands and agrees that timely completion of the project is entirely dependent upon his/their timely payment of due amounts as per payment plan and in case of

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default in making payment of due amount within stipulated period, than the same shall not only hamper the overall progress of the Project, but also be prejudicial to the interest of all the Buyers of the units of the Project. Moreover, any delay in payment shall disentitle Buyer to claim any penalty against timely possession/completion of Project and or any discount offered by company at time of his booking/allotment of the said unit.

- 37) The company shall offer in writing to the Buyer to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and the company shall hand over the said unit to the buyer for his occupation and use subject to the buyer having complied with all the terms and conditions of this agreement and is not in default under any of the terms and conditions herein and has complies with all provisions, formalities, documentations etc., as may be prescribed by the company in this regard. Upon receiving a written intimation from the company, the buyer shall within the time stipulated by the company in the notice offering possession, take over possession of the said unit from the company by executing necessary indemnities, Undertakings and such other documentation as the company may prescribe and the company shall after satisfactory execution of such documents and payment by the buyer of all the dues permit the Buyer to occupy and use the said Unit. If the Buyer Fails to take over the said Unit as aforesaid within the time limit prescribed by the company in its notice, the said Unit shall lie at the risk and cost of the buyer and the company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reason whatsoever, he shall be deemed to have taken the possession of the unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Unit of for any other purpose. Further it is agreed by the buyer that in the event of failure to take possession of said unit in the manner as aforesaid, he will be charged penalty of Rs 100.00 per day for the delay of first month and Rs 200.00 per day will be charged for delay during second month from the date of expiry of 30 days of offer of possession. That in case the buyer fails to take possession of apartment even after delay of two months from the date of expiry of 30 days of offer of possession, his booking of apartment shall be treated as canceled, without any further notice, and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10 % of Basic sale price of apartment and subject to other terms and conditions as mentioned in the present agreement.
- 38) In case, the buyer is willing to cancel the allotment for any reason, 10% of the Basic sale price of the apartment will be forfeited and balance amount will be refunded without any interest.
- 39) That the building and premises will be good as per specifications provided by the company/ builder and that any request for any change in construction/specifications, will not be entertained. That after taking possession of apartment the buyer shall have no claim against the builder as regards quality of work, material, pending installation, area of apartment or any other ground.
- 40) That both the parties agree if there is any additional expenses of unforeseen nature and character which is borne by the company/builder for any reason whatsoever, if there is compensation to the affected persons or stake holders of any kind or character, cess and fees, as assessed and attributable to the builder as a consequence of order from the government / DTCP/ Statutory or other local authority[s], or if there is any other additional pollution control device/effluent treatment plant/water harvesting system or additional fire fighting system etc to be installed in the said complex, then the cost of such additional expenses shall also be borne and paid by the Buyer on a pro-rata basis.

41) Maintenance Services:

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- a) In order to provide necessary maintenance services, upon the completion of the building the maintenance of building and premises may be handed over to the association of apartments buyers or such other agency/ body/ company/ association of condominium. Buyer agrees to execute Maintenance Agreement with the Company/Maintenance Agency or any other nominee/agency or other body/association of apartment owners as may be appointed by the Company from time to time for the maintenance and upkeep of the Said Complex /the Said Building. The Buyer further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time whether the said unit is physically occupied by the Buyer(s). The Company reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Maintenance Charges shall become applicable/ payable from the date of issuance of completion certificate by the Company's architect. It is further clarified that the Company may at its sole discretion hand over the maintenance of the building to anybody / association of apartment owners of the building including but not limited to anybody / association of condominium of the said building as the case may be, at any time before / after the construction of the said building is complete either for each building or for the entire Said Complex and the Buyer specifically gives his consent to this proposal.
 - b) The buyer agrees to pay to the company Interest Free maintenance Security (IFMS) in order to secure adequate provision of the maintenance services and for due performance of the buyer in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The buyer hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the company/ the Maintenance Agency from the date of commencement of maintenance services by the company/ Maintenance agency in the said project, whether the said unit is physically occupied by the buyer or not.
 - c) The buyer hereby agrees to pay the said Interest free Maintenance Security along with the instalment payable on intimation of possession. A separate maintenance agreement between the buyer and the company or its appointed Maintenance agency will be signed at a later date.
- 42) That any type of encroachment/ construction / raising any elevation or making modifications / projections in the entire tower including roads, lobbies, roof etc. will not be allowed to the apartment owner/ associate of the apartment owners.
- 43) That the buyer consents that he/ she/ they will have to allow sweepers/ maintenances staff to enter in his/her/ their apartments / duct etc. for cleaning / maintaining / repairing of the pipes/ leakages/ seepage in his/ her/ their apartments or any other apartment.
- 44) It is hereby agreed, understood and declared by and between the parties that a sale deed shall be executed and registered in favour of the buyer after the apartment has been finally constructed at the site, after receipt of total sale consideration, and other charges agreed herein by the company. The other connected expenses i.e cost of stamp duty for registration of the sale deed/ registry, registration, charges/ fee, miscellaneous, expenses and advocate legal fee/ charges shall be borne and paid by the buyer. The buyer will be responsible and liable for paying the cost of stamp duty, deficiency in stamps and valuation of the apartment for the stamp duty.
- 45) The buyer agrees that he will use the said apartment for residential purpose only and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to buyer of other apartment in this tower, to crowd the passages or to use for any illegal or

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immortal purpose and that the apartment shall be used for activities as are permissible under the law.

- 46) That the buyer consents that for repairing any damages in the toilets/ bathroom/ any other portion of the other apartment caused due to his or her or their negligence or willful act the buyer will be responsible for any damage to any property/ equipment/ in the tower e.g, firefighting equipment, motor panels, water pumps or any other etc, if it occurs due to his/ her/ their malfunctioning or negligent or willful act.
- 47) That the contents of each apartment along with the connected structural part of the building shall be insured by the buyer at his own cost against the fire, earthquake, etc. the builder after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The buyer will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
- 48) The buyer shall have right to sell or rent the apartment after taking possession of the apartment subject to the law in force. In case the buyers desires to transfer the said premises to the proposed transferee by way of sale, mortgage, lease, license or by any other method after execution of sale deed the proposed transferee may have to pay to the appropriate authority subsequent sales transfer charges if any. Notwithstanding anything contained in this clause the buyers shall pay all expenses, administrative charges, fees and any other dues payable to the builder/company, which is required hereunder or under any subsequent agreement or as decided by the builder /company, prior to applying for transfer of the said premises to the proposed transferee by way of sale, mortgage, lease, license or by any other method.
- 49) That one car parking shall be allotted to the Buyer. The cars/ scooters/ two wheelers/ cycles will be parked within the same parking space allotted to the buyer. No car/ vehicle parking will be allowed inside the complex except those who have reserved the car parking space. That the company / builder in its sole discretion will decide the allotment and location of the car parking space for the intending buyers. If an intending buyer is desirous of additional car parking space, it will be made available on chargeable basis and subject to availability of the same. The charges for the same will be decided at the time of possession.
- 50) It is hereby agreed, understood and declared by and between the parties that the builder may take construction finance/ demand loan for the construction of the project/tower from the banks/ financial institutions after mortgaging the land/ apartment in the said project/ tower. However, the sale deed in respect of apartment in favor of buyer will be executed & registered free from all encumbrances at the time of registration of the same.
- 51) That until a sale deed is executed & registered, the builder shall continue to be the owner of the apartment and also the construction there on and this agreement shall not give to the buyer any rights or title or interest therein even though all payments have been received by the builder. The builder shall have the first lien and charge on the apartment for all its dues that may/ become due and payable by the buyer to the builder. It is further clarified that the builder is not constructing any apartment as the contractor of the buyer, but on the other hand the builder is constructing the tower as its own and the sale will be effected after the actual construction / finishing of the apartment by the execution of sale deed.
- 52) That the buyer agrees, and undertakes that he shall after taking possession or receiving deemed possession of the said apartment, as the case may be or at any time thereafter, have no objection to the builder constructing or continuing with the construction of the remaining structures in the project or other buildings adjoining the apartment sold to the buyer.

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- 53) That in the case the Buyer wants to avail Loan facility from Financing Bodies or his employer etc., to facilitate the purchase of the Flat, the Builder may facilitate the process, as it may deem fit in its sole judgment, subject to the condition that the Terms and Conditions of the Financing Body shall be exclusively binding and applicable upon the Buyer only. The responsibility of getting loan sanctioned and disbursed as per the Company Payment Plan schedule, repayment to the Financing Body etc according to their Terms and Conditions will rest exclusively on the buyer.
- 54) That it has been clearly understood by both the parties that adherence to the payment schedule is of vital importance in the interest of timely completion of the project. Therefore, it is entirely the responsibility of the Buyer to make payment strictly according to the payment schedule. The different banks who are extending housing loan have their own yardsticks of assessment of progress of construction at site. Therefore, the Buyer cannot delay the payment of a particular instalment on the plea that the bank has not released the instalment.
- 55) That the Buyer is required to execute the sale deed within 30 days of the date of dispatch of offer of possession for execution of sale deed failing which the Company shall have discretion to treat the Allotment as cancelled which may be restored at the sole discretion of the Company with such conditions as it deems fit.
- 56) That the Buyer agrees that in case the Buyer opts for a loan arrangement with any financial institutions/banks for the purchase of the Apartment, the conveyance of the Apartment in favour of the Buyer shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
- 57) The buyer if resident outside India, is solely responsible for complying with the necessary as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisitions/sale/transfer of immovable properties in India etc. and provide the company with such permissions, approvals etc. which would enable the company to fulfil its obligations under this agreement. The buyer hereby understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made thereunder as amended from time to time. The company accepts no responsibility in this regard.
- 58) That the Buyer hereby covenants with the Company to pay from time to time and at all times the amounts which the Buyer is liable to pay as agreed upon and to observe and perform all covenants and conditions of the Agreement and to keep the Company and its agents and representatives, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of the non-payment, non-observance or non-performance of the said covenants and conditions by the Buyer.
- 59) That the Buyer before making full payment and execution of sale deed cannot assign his right, titles and interest in the apartment or resale the apartment without the prior written consent of the Company. The Company at its sole discretion may however allow transfer of the Allotment before execution of sale deed on payment of a transfer fee or on fulfilment of other conditions as it deems fit. If however the company learns of such transfers, the allotment/booking shall be cancelled and the amount refunded as per the terms and condition of cancellation of bookings stated above. That in the case of valid assignments/substitution/transfer the new person will thereafter be treated as buyer/buyer and for all purposes whatsoever the new person will substitute the first buyer. That, however, no such request of substitution/transfer will be

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entertained by the company unless the first buyer(transferor) clears his entire dues and discharges entire and all responsibilities which have existed towards the company because of the said allotment of the unit concerned.

60) That the Buyer agrees that the Company shall have the right to transfer ownership of the Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Buyer and he shall not raise any objection in this regard. The Buyer also agrees that the Company shall have complete autonomy to manage the affairs of the Company in accordance with relevant laws and provisions of the Companies Act, 1956.

61) Failure of the company/builder to exercise promptly the right(s) herein granted or to require specific performance of any obligation undertaken herein by the buyers shall not be deemed to be a waiver of such right or waiver of the right to demand subsequent performance of any or all obligations herein undertaken by the applicant/buyers.

62) Specifications shall be as mentioned below:-

STRUCTURE:

- Eco Friendly, Earthquake resistant RCC framed structure designed as per norms. High quality construction material to be used.
- High speed lifts and wide staircase with easy steps

FLOORING:

- Vitrified Tiles in Drawing/Dining/Bedrooms
- Anti skid Ceramic floor tiles in Bathrooms/Balconies

DOORS AND WINDOWS:

- Internal Door Frame of Maranti or equivalent hard wood with all Flush Doors
- External doors and windows of UPVC or powder coated Aluminum
- Good quality hardware

KITCHEN:

- Attractive Designer Modular Kitchen.
- Working platform with Granite or equivalent top and Stainless Steel Bowl with Faucet
- Pleasing Ceramic tiles above the Counter top

TOILET:

- Ceramic tiles upto ceiling level
- English WC and Washbasin
- Good quality CP Fittings.

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WALL FINISH:

- Interiors: Pleasing Oil Bound Distemper finish
- Exteriors: Pleasing weather proof attractive modern finishing

ELECTRICAL:

- Copper wiring in concealed PVC Conduits with MCBs
- Sufficient light and power points, telephone/TV points with Modular Switches

NOTE:

1. Color and design of tiles/motifs/laminates/skins can be changed without prior notice, subject to availability
2. There may be variations in color and sizes of tiles/stone/granite/mica/laminates
3. Specifications are subject to change without prior notice.

63) That the intending buyers are hereby giving unconditional undertaking to abide by the terms and conditions of agreement as laid down hereinabove and as prescribed from time to time by the company/builder and he/she/they also agreed to abide by all the terms and conditions of the concerned authority or any other statutory or civic authority to which the builder and consequently the buyers are subject to failing which this agreement shall be treated as cancelled in accordance with the terms and conditions of the present agreement.

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

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

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

67) The Buyer agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences

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stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i. Failure to make payments within the time as stipulated in this Agreement and failure to pay the stamp duty, legal, registration, any incidental charges under the terms of this Agreement, and all other defaults of similar nature.
- ii. Failure to perform and observe any or all of the Buyer's obligations including as set forth in this Agreement or if the Buyer fails to execute any other deed/ document/ Undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment.
- iii. Failure to take possession of the said apartment within the time stipulated by the Company in its notice.
- iv. Failure to execute the sale deed within the time stipulated by the Company in its notice.
- v. Assignment of this Agreement or any interest of the Buyer in this Agreement without prior written consent of the Company.

Any other acts, deeds or things which the Buyer may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Buyer agrees and confirms that the decision of the Company in this regard shall be final and binding on the Buyer.

Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, in its sole discretion, by notice to the Buyer, cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and the Company shall have the right to retain Earnest Money and the Non-Refundable Amounts.

68) The Buyer agrees and acknowledges that upon such cancellation of this Agreement, the Buyer shall have no right or interest on the said Apartment and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the said Apartment and the parking spaces and other amenities attached to the said Agreement in the manner in which it may deem fit as if this Agreement had never been executed.

69) It is further agreed between the parties, that the refund, if any, shall be refunded by the Company by Registered Post / Courier only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Buyer, after deducting an amount of 10% of the total sale price of the said Flat towards the expenses incurred by the Company. This will be without prejudice to any other remedies and rights of the Company to

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claim other liquidated damages which the Company might have suffered due to such breach committed by the Buyer.

- 70) That the Buyer agrees that in the event of any dispute or differences arising out of or touching upon or in relation to the terms & conditions of the Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the two parties, the same shall be referred by any party for adjudication to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at New Delhi. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The courts of Delhi and Rohtak shall have jurisdiction in all the matters arising out of/or touching upon and/or in connection with this agreement.
- 71) That the Buyer has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

In Witnesses whereof the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses:

Signed, Executed & Delivered By:

For JOP International Ltd.

Buyer Buyer

(Authorized Signatory)

Witnesses:

1.

2.

For JOP International Ltd.

Authorized Signatory

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Buyer

Buyer

ANNEXURE: A-I

Basic Sale Price (BSP) for 3BHK UNIT: Rs 34,31,000/- (Rs Thirty Four Lacs thirty one thousand only).

Basic Sale Price (BSP) for 2BHK UNIT: Rs 26,75,000/- (Rs twenty Six Lacs seventy Five Thousand Only).

ANNEXURE A-II (PAYMENT PLAN)

Payment Plan 3BHK	
On Booking (in 2 instalments)	25% of BSP
On Bhoomi Poojan	10% Of BSP
On Plinth level	5% Of BSP
On Ground Floor	10% Of BSP
On First Floor Slab	10% Of BSP
On Second Floor Slab	10% Of BSP
On Third Floor	10% Of BSP
On Fourth Floor	10% Of BSP
On Possession	10% of BSP+ 100% of IFMS+ other/ Additional Cost (if Any) + Stamp Duty, Registration Charges & other Charges (If any) + (EDC+IDC above Rs 250/- per Sq Ft. Of Super Area)

Payment Plan for 2BHK	
On Booking (in 2 instalments)	25% of BSP
On Bhoomi Poojan	10% of BSP
Casting of Raft	10% of BSP
On Casting Of Basement Slab	5% of BSP
On Stilt	5% of BSP
On First Floor	5% Of BSP
On Third Floor	5% of BSP
On Fifth Floor	5% of BSP
On Seventh Floor	5% of BSP
On Ninth Floor	5% Of BSP
On Eleventh floor	5% Of BSP
On Thirteenth Floor	5% Of BSP
On Possession	10% of BSP+ 100% of IFMS+ other/ Additional Cost (if Any) + Stamp Duty, Registration Charges & other Charges (If any) + (EDC+IDC above Rs 250/- per Sq Ft. Of Super Area)

Note: Service tax, VAT, etc. shall be chargeable along with all the instalments mentioned above.

For JOP International Ltd.

Authorized Signatory

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Buyer

Buyer

Endorsements

For JOP International Ltd.

Authorized Signatory

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Buyer

Buyer

Endorsements

For JOP International Ltd.

Authorized Signatory

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Buyer

Buyer

Endorsements

For JOP International Ltd.

Authorized Signatory

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Buyer

Buyer