


meter etc. which shall be got installed by the Vendee at his/her own cost. If due to any subsequent legislation/Govt. order, directives, guidelines or change/amendments in the National Building Code 2005 if deemed necessary by the Vendors or any of its nominees at its sole discretion, additional fire safety measures are undertaken, then the Vendee undertakes to pay within thirty (30) days from the date of written demand, the additional expenditure incurred thereon along with other Vendees in proportion to the super area of the said Independent Floor to the total super area of all the floors in the said building as determined by the Vendors.

8. That the Vendee shall pay directly or if paid by the Vendors, then reimburse to the Vendors in proportion to the super area of the said Independent Floor all Government charges, rates, tax or taxes of all and any kind including but not limited to service tax, VAT, etc. by whatsoever name called, whether levied now or in future, as the case may be, including any increase in such charges, whether prospective or retrospective (whether before or after the Conveyance Deed has been executed). Further the Vendee shall be liable to pay from the date of his/her application house-tax/property tax, fire-fighting tax or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Independent Floor of the Vendee is not separately assessed to such Taxes, Fee or cess, the same shall be paid by the Vendee in proportion to the super area of the said Independent Floor to the total super area of all the floors in the said building. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendors or its nominee or any other body or association of all or some of the Floor owners. That the Vendee has paid his/her pro-rata share of the EDC/IDC along with the sale consideration as part of the sale price of the said Independent Floor on the basis of the determination of the said charges as levied by the Government of Haryana pertaining to the Said Project. The Vendee has further agreed to additionally pay on demand the proportionate share of any additional/enhanced EDC/IDC and/or any other charges, by whatever name called, to the Vendors as may hereafter be levied or enhanced by the Government or any statutory authority including with retrospective effect. In the event of such charges remaining unpaid, the same shall be treated as unpaid sale consideration and the Vendors shall have lien on the said Independent Floor, till such charges remain unpaid. The Vendee further agrees that the Vendee would not be competent to challenge such action of the Vendors due to default of non-payment of such enhanced EDC/IDC on the part of the Vendee.

  
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9. a) The Developer has informed the Vendee that the Haryana Government vide its notification dated 12th September, 2016 has announced Haryana Alternate Tax Compliance Scheme for contractors, 2016- for the discharge of HVAT liability for the period upto 31.03.2014 and that the Developer has applied for the scheme to avail the benefits being given thereunder. In order to discharge the liability of HVAT upto the period March, 2014, the Developer has demanded and the Vendee has paid his share of the HVAT liability upto the period 31.03.2014. It may be noted that the amount paid by the Vendee is only a provisional amount and is subject to confirmation of the HVAT liability by the Government upto March 2014.

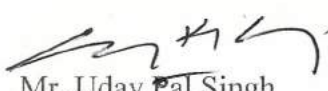
b) For the period post March 2014, the Vendee has made a Fixed Deposit of the liability calculated with a lien marked in favor of the Developer for securing the HVAT Liability. The Vendee agrees that in case the amount towards HVAT works out to be less than the FD amount, the Vendors shall inform the Vendee and the amount towards the liability under the HVAT Act , 2003 only, shall be payable in favour of the Vendors. The Fixed Deposit maybe renewed if so required. Further, this amount shall be treated as unpaid sale consideration till the time said liability is not discharged.

c) All or any dispute arising out of or touching upon or in relation to the terms of this Clause, including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force and the arbitration shall be by a sole arbitrator, to be nominated by the Developer. Venue of Arbitration shall be Gurgaon, or at any other place as may be decided by such arbitrator. The arbitration award shall be final and binding on the parties.

10. That the actual, physical, vacant possession of the said Independent Floor has been handed over to the Vendee and the Vendee hereby confirms taking over possession of the said Independent Floor from the Vendors after satisfying himself/herself that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the drawings, designs and specifications as agreed and are in good order and condition and that the

  
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Vendee is fully satisfied in this regard and has no complaint or claim in respect of the area of the said Independent Floor, any item of work, material, quality of work, installation etc., therein.

11. That the Vendee shall not change, alter or make additions in or to the said Independent Floor or the said building or any part thereof. The Vendee hereby covenants that the Vendee shall at his own cost keep the said Independent Floor, its walls and partitions, sewers, drains, pipes and all appurtenances thereto in good and proper condition. The Vendee shall ensure that the support, shelter etc. of the building, in which the said Independent Floor is located, is not in any way damaged or jeopardized. Further, Vendee shall neither himself do, nor permit or cause anything to be done in any manner to the said building or any part thereof, the staircases, and common passages, compound or anything connected with or pertaining to the said building which would amount to violation of any rules, bye-laws or notifications of the concerned or any other statutory authorities or any law for the time being in force. The Vendee shall be solely responsible for any loss or damage arising out of breach of any of these conditions. Further the Vendee hereby agrees that he shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required to be done and complied in compliance of rules and regulations or directives of any other statutory Authority in respect of the said Independent Floor at his own cost, and the Vendee shall keep the Vendors indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs etc. after the offer of possession of the said Independent Floor by the Vendors.
12. That the Vendee covenants not to use the said Independent Floor for any purpose other than for residential use or for the purposes as may be approved by the competent authority. The Vendee shall also not cause damage to any flooring or ceiling of any other floor above, below or adjacent to the said Independent Floor. In case of any default by the Vendee as stated above, the Vendee shall keep the Vendors and all other person(s)/other occupant(s) in the Said Complex indemnified, secured and harmless against all costs and consequences and all damages, arising on account of the such default.
13. That the Vendee agrees that for the purposes of the maintenance of the common areas and facilities, the Vendee has entered into a Maintenance Agreement for the

  
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maintenance and upkeep of the Project. The Maintenance Agency shall maintain the common areas & facilities, open spaces, amenities, etc. The scope of maintenance and general upkeep within the Project shall broadly include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, sewerage, street lighting, water supply, general watch, security and such other services within the Project, etc.

14. That the Vendee shall have no objection or make any claim to the Vendors reserving the right to give on lease or hire any part of the club/amenities for outsourcing the services for running and operating the same.
15. That if the Vendee is a non-resident Indian or a Foreign National then it shall be the Vendee's responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and/or guidelines made/issued thereunder and all other applicable laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Vendee subsequent to the execution of this Deed, they shall immediately intimate the same to the Vendors and comply with necessary formalities, if any, under the applicable laws.
16. That the Vendee undertakes that the Vendee shall, before taking possession of the said Independent Floor or at any time thereafter, have no objection to the other owners constructing or continuing with the construction of the other building(s) adjoining to or otherwise in the site earmarked for the Said Project. The Vendee confirms that the Vendee shall not raise any objection or make any claims on account of inconvenience, if any, which may be alleged to be suffered by the Vendee due to such developmental/ construction or its incidental/related activities. The Vendee confirms that all rights including the rights of ownership of such land(s), facilities and amenities (other than those within the said building and the undivided share in the plot area on which the said Independent Floor is

  
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