

**unitech**

**Customer Code : RV0105**

# Buyer's Agreement

**First Holder**

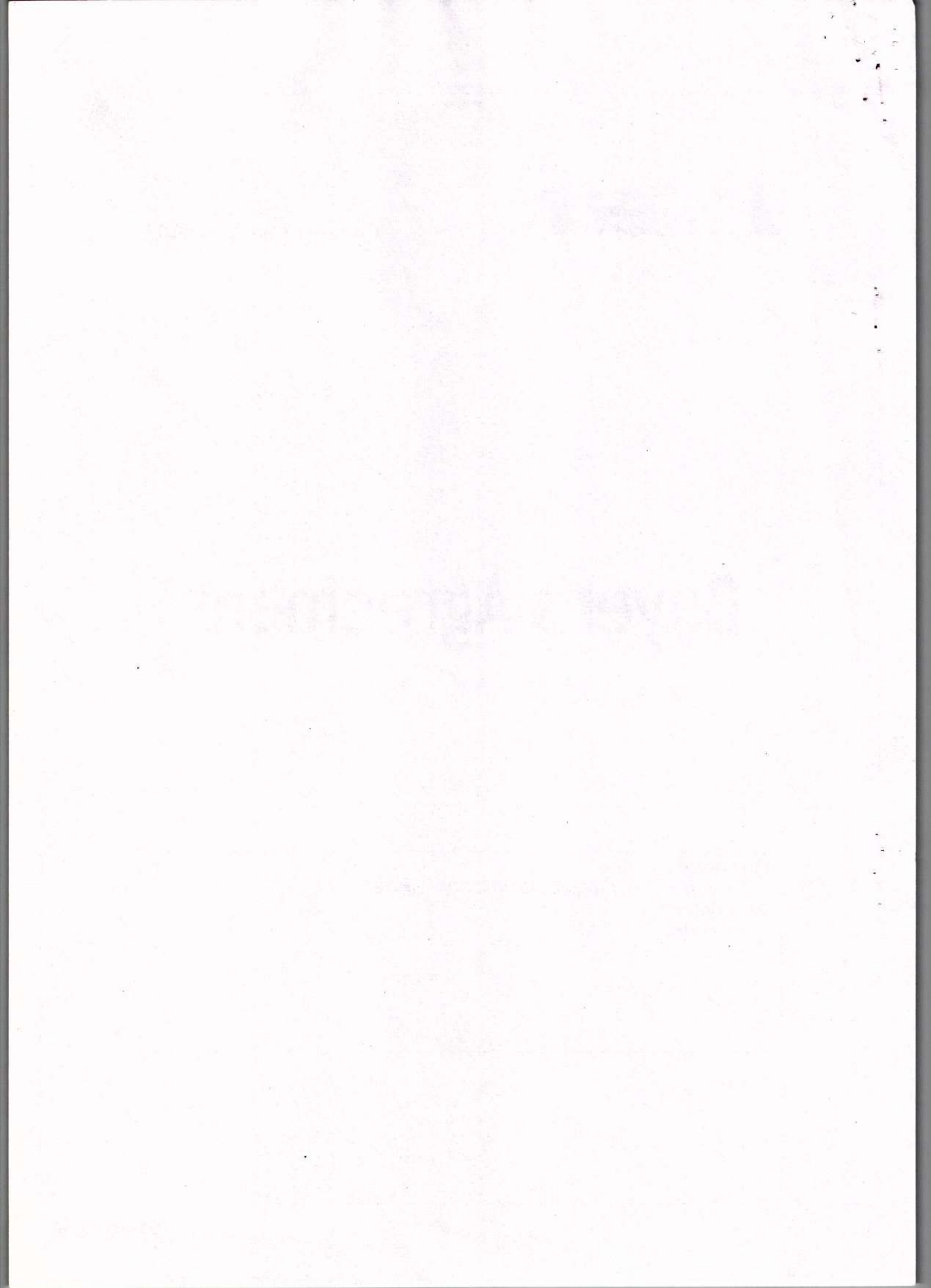
**Mr/Ms**

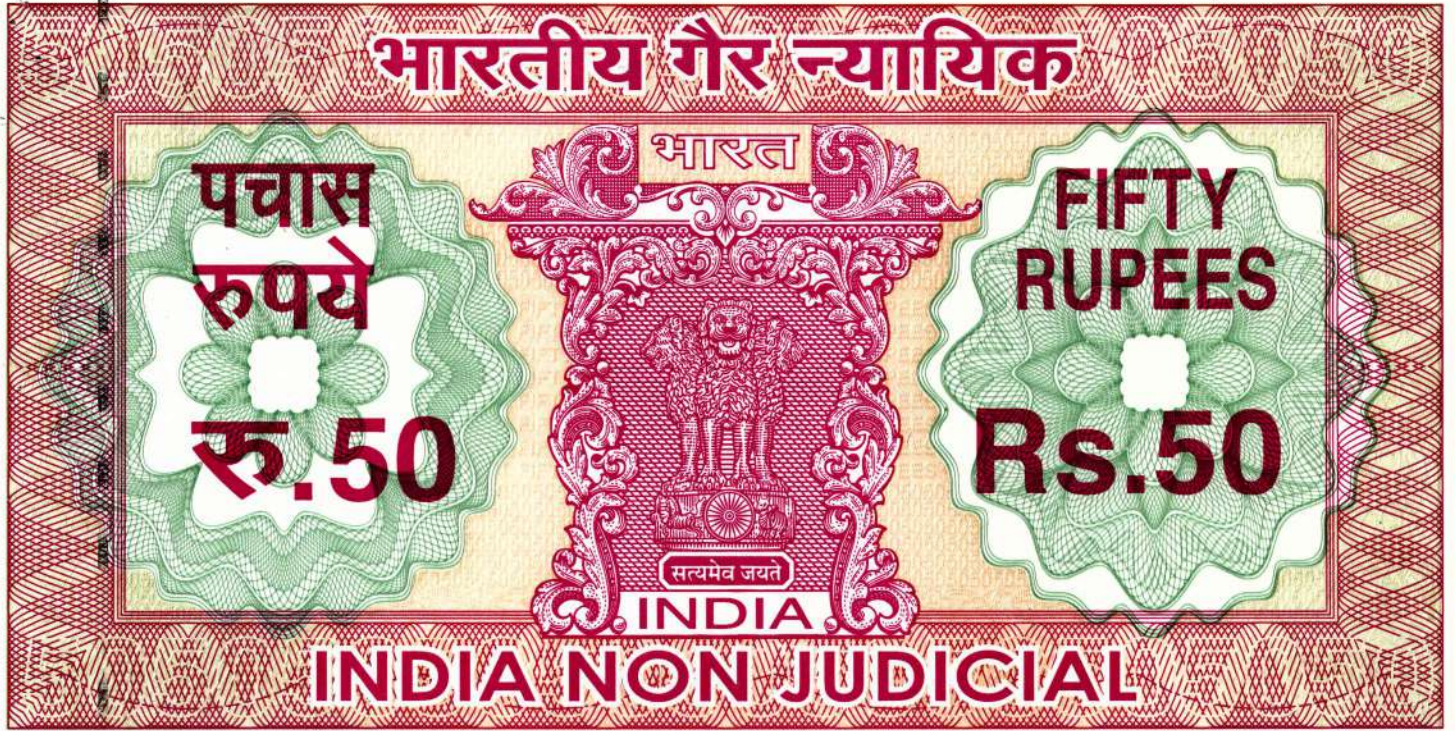
**GAWAR CONSTRUCTION LIMITED**

**Joint Holder\***

**Mr/Ms**

**N.A.**





हरियाणा HARYANA

E 684908

This Form An Integral  
Part of the Sale Agreement  
Agreement Dated 06.08.2014.....  
Of Unit No 0167 Block A  
Favouring GAWAR CONSTRUCTION LIMITED  
In UNIWORLD RESORTS VILLA, GURGAON

For Gawar Construction Limited

Director



Handwritten signature in blue ink.



8137 3/12/22 (2/1/22)

23674

KULDEEP SHARMA  
STAMP VENDOR  
TEHSIL - GURGAON

## BUYER'S AGREEMENT

THIS AGREEMENT (the 'Agreement') is made at Gurgaon on this 06<sup>th</sup> day of AUGUST 2014

## BETWEEN

UNITECH LIMITED, (erstwhile Green Line Construction Ltd.) a Company duly incorporated under the Companies Act 1956, having its Marketing office at Signature Towers, Ground Floor, NH-8, South City-I, Gurgaon, and its Registered Office at 6, Community Centre, Saket, New Delhi 110 017 (hereinafter referred to as the **Developers** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its executors, administrators, successors and assigns) acting through its authorized signatory(ies);

## AND

1. Mr/Ms **GAWAR CONSTRUCTION LIMITED**  
 s/w/d/o .....  
 r/o SF-01, JMD GALLERIA, SECTOR-48,  
 SOHNA ROAD, GURGAON-122001 (HARYANA)

## JOINTLY WITH\*

2. Mr/Ms **N.A.**  
 s/w/d/o .....  
 r/o .....

\*(To be filled up, if the allotment is in the joint name)

hereinafter referred to as the '**Purchaser(s)**' which expression shall unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her heirs, executors, administrators and successors.

**Developers** and **Purchaser(s)** are hereinafter collectively referred to as the 'Parties' and individually referred to as the 'Party'.

**WHEREAS** the Developers have acquired and purchased lands in village Islampur and Tikri, Tehsil and District Gurgaon, Haryana.

**WHEREAS** the Developers are in possession of and/or are otherwise well and sufficiently entitled to land, situated in Sector 33 and Sector 48, Gurgaon (hereafter referred to as the said 'Land').

**AND WHEREAS** the Developers propose to set up a Colony on the said land to be known as **Uniworld Resorts** (hereinafter referred to as the said Colony).

**AND WHEREAS** the Purchaser(s) has noted that the performance by the Developers of their obligations under this Agreement is subject to approval of the lay-out Plan by the Director,

For Gawar Construction Limited

Director



For Gawar Construction Limited  
Director



Town & Country Planning Department, Haryana and any subsequent amendments, additions, alterations or modifications, etc., in those Plans, as may be made by the Developers, and / or by the Director, Town & Country Planning Department, Haryana from time to time.

**AND WHEREAS** the Purchaser(s) has applied vide application dated **28.07.2014** for provisional registration/allotment of a Villa in the said Colony.

**AND WHEREAS** the Purchaser(s) has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Land/Colony and is fully satisfied about the right, title and interest of the Developers in the said Land/Colony & that the Developers are entitled to execute this Agreement.

**AND WHEREAS** pursuant to the above mentioned application for provisional allotment/registration, the Developers have provisionally allotted a Villa to the Purchaser(s) and the Purchaser(s) has given his/her consent to the said allotment.

**AND WHEREAS** the Purchaser(s) has represented and warranted to the Developers that the Purchaser(s) has the power and authority to enter into and perform this Agreement.

**AND WHEREAS** the Purchaser(s) has fully understood that the expression "allotment" wherever used in this agreement shall always mean provisional allotment and shall remain so till such time a formal Sale Deed is executed in favour of the Purchaser(s).

**AND WHEREAS** this agreement constitutes the entire agreement between the parties and supersedes all previous arrangements between the parties concerning the matters as are mentioned herein whether oral, written or implied.

**AND WHEREAS** the Parties have agreed to the terms and conditions of sale/purchase of the Villa as set forth hereinafter:

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

**ARTICLE 1**

**SALE**

**1.a** That the Developers hereby agree to sell unto the Purchaser(s) and the Purchaser(s) hereof agrees to purchase Villa No. **0167** in Block 'A' having plot area of approx 428 Sq. Mtrs. (approx. 512 Sq. yards) Saleable Area 638.15 sq. mtrs. (approx.) ( **6869** sq. ft. approx.) Terrace Area 121.89 sq. mtrs. (1312 sq. ft.) (hereinafter referred to as the **Villa**) in the Colony to be known as **UNIWORLD RESORTS** in Sector 33 and Sector 48, Gurgaon, Haryana.

**ARTICLE 2**

**SALE CONSIDERATION**

**2.a. Consideration:**

i) That in pursuance of the allotment of the said Villa to the Purchaser(s), the Purchaser(s) agrees to pay to the Developers a sum of **Rs.7,80,10,269/-** (Rupees Seven Crore Eighty Lac Ten Thousand Two Hundred Sixty Nine Only ) towards Consideration of the Villa, (the '**Consideration**'). The sale Consideration is inclusive of Basic Price, External Development Charges, & Infrastructure Development Charges, (as per present rates), Preferential Location Charges, if any. The Purchaser(s) undertakes and agrees to pay the applicable service tax as and when demanded by the Developer.

ii) That the above agreed consideration of the Villa covers the cost of development of internal services, such as, laying of roads, laying of sewer etc. within the peripheral limits of the Colony as also the cost for provision of external development and/or peripheral services, such as water, storm water drains, roads, electricity, horticulture,

For Gawar Construction Limited

Director





which are to be provided/laid by Government Agencies departments or concerned local authorities.

**2.b. Booking /Registration Amount:**

Out of the total Consideration the Purchaser(s) has already paid an amount of Rs.24,07,300/- (Rupees Twenty Four Lac Seven Thousand Three Hundred Only) to the Developers, towards part payment of booking/registration amount, the receipt whereof the Developers hereby admit and acknowledge.

**2.c. Payment Plan:**

The Purchaser(s) agrees to pay the balance amount of the Consideration in accordance with the Payment Plan opted by the Purchaser(s) and annexed hereto as **Annexure 'A'**. In the event Purchaser(s) fails to pay the balance Consideration or in the event of any delay in payment of any installment and or other charges, in accordance with the Payment Plan, the Purchaser(s) shall be liable to pay interest calculated from the due date of outstanding amount @ 18% per annum compounded quarterly.

**2.d. Time is Essence:**

That the timely payment of each installment and other charges payable under the Agreement and the Payment Plan opted by the Purchaser(s) shall be the essence of this Agreement. It shall be incumbent on the Purchaser(s) to comply with the terms of payment and / or other terms and conditions of sale as stipulated in the Agreement.

**2.e. Adjustment of Installments:**

It is agreed between the Parties that the Developers shall adjust the installment amount received from the Purchaser(s) first towards the interest and other sums, if any, due from the Purchaser(s) under this Agreement and the balance, if any, towards the Consideration. In case, at any stage, the Purchaser(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe and the Purchaser(s) shall be left with no right or lien on the said Villa.

**2.f. Earnest Money:**

The payment of Earnest Money is to ensure fulfillment of the terms and conditions as contained in the application and this Agreement. An amount equivalent to 20% (Twenty percent) of Consideration payable as per clause 2.a above shall always be deemed to have been paid by the Purchaser(s) as and by way of Earnest money.

**2.g. Failure/Delay in Payment:**

In the event the Purchaser(s) fails to pay any installment(s) with interest within **90 days**, from due date, the Developers shall have the right to forfeit the entire amount of Booking/Earnest/Registration money deposited by the Purchaser(s) and in such a case the allotment of the said Villa shall stand cancelled and the Purchaser(s) shall be left with no right or lien on the said Villa and the Developers would be free to sell the same. The amount paid, if any, over and above the Registration/Earnest Money shall be refunded by the Developers without interest after adjustment of interest accrued on the delayed payment(s), if any, and/or any other charges, due from the Purchaser(s).

**2.h. Preferential location:**

THAT the Developer apart from basic price shall fix Preferential Location Charges (PLC) of the Villa and if the Purchaser opts for booking of any such Villa, he/she shall also be liable to pay such additional charges as are fixed for such preferentially located Villas. Preferential Location Charges shall be payable by the Purchaser(s) as and when demanded by the Developer. Further, in case during the course of development of the Colony, the Villa allotted to the Purchaser(s) becomes preferentially located, the Purchaser(s) undertakes to pay such charges (PLC) as have been fixed by the Developers. Conversely, if the Villa opted ceases to be

For Gayatri Construction Limited

Director





preferentially located, the Developer shall adjust the PLC (without interest) paid by the Purchaser(s) at the time when the Villa is offered for possession.

**2.j. External Development Charges and Infrastructure Development Charges:**

The External Development Charges (EDC) and Infrastructure Development Charges (IDC), for external services to be provided by the Haryana Govt. are included in the Basic Price. In case of any further increase in the External Development Charges and/or Infrastructure Development Charges prior to the execution of the Sale Deed, the same shall be payable by the Purchaser(s) to the Developers on demand. However, in the event External Development Charges and/or Infrastructural Development Charges are increased after execution of the Sale Deed, the same shall be payable by the Purchaser(s) directly to the Government Authorities, as and when demanded. However, if such charges are raised on the Developers by the Government then such charges shall be payable by the Purchaser(s) to the Developers on pro-rata basis.

**2.k. Club Membership Registration Charges:**

(i) That in accordance with the development plan of the Complex, the Developer propose to set up a Club in the Complex. The intending Allottee(s) agrees to avail membership of this Club. The Club may be developed simultaneously to or after the development of the Said Complex/Colony and Intending Allottee(s) agrees to pay Rs. 1,00,000/- towards Club Membership & Registration Charges (CMRC). The intending Allottee(s) understands that the Club membership and Registration charges are non transferable. The Club shall be operated, managed and maintained by the Developer and/or the Management of the Club.

If the intending Allottee (s) transfers the property to a third Party, the CMRC shall be refunded to the intending Allottee(s), without interest, only after the sale deed, has been executed and registered in favour of such third party.

(ii) On the Club becoming functional, depending upon requirements of the members, quantum of facilities available in the Club and other related factors with regard to running and maintenance of the Club, the Purchaser(s) shall pay such charges as prescribed by the Developer and/or Management of the Club from time to time and the Purchaser shall also abide by rules and regulations formulated and in force for proper running of the Club.

**2.l. Payment of Costs:**

a) All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed pursuant to this Agreement, including stamp duty amount, registration and other related charges shall be borne and paid by the Purchaser(s). However, to conclude this transaction it shall be the obligation and responsibility of both, the Developers and the Purchaser(s) to register a Sale Deed conveying freehold title of the Villa in favour of the Purchaser(s) at the cost and expense of the Purchaser(s).

b) Further, if there is any additional levy, rate or charge of any kind attributable to the Plot or the Villa, as a consequence of any notification or order of Government/Statutory or other Local Authority, the same, if applicable, shall also be payable by the Purchaser(s), on pro-rata basis.

**2.m. Design and specification:**

That at the time of taking over the possession of the Villa, the Purchaser shall satisfy himself about the design, specifications etc. of the said Villa. The Purchaser(s) after taking possession of the said Villa shall have no claim against the Developers in respect of any item or work in the said Villa, which may be said not to have been done or carried out or completed or for any alleged non compliance of any design, specifications, building material or for any similar reason.

For Gawar Construction Limited

Director





### ARTICLE 3 MAINTENANCE

#### 3.a. Charges:

- i) **THAT** the Purchaser(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Villa) in the Colony, as determined by the Developer or its nominated Maintenance Agency. The Maintenance Charges as determined by the Developer/ Maintenance agency at the time of offer of possession shall be payable in advance for a period of 3 years along with applicable Service Tax before the Possession of the Villa is handed over to the Purchaser(s). The Developers/Maintenance Agency reserves the right to revise these maintenance Charges after expiry of the period of three years and the Purchaser undertakes to pay such revised charges as determined by the Developer or the nominated Maintenance Agency.
- ii) In addition to the payment of maintenance charges, the Purchaser(s) shall pay Interest Free Maintenance Security (IFMS) of Rs. 250/- per sq. yard of area of the Plot. The Security Deposit / Fund shall be utilized towards replacement, refurbishing, major repairs of plants, machinery etc. installed in the said Colony or towards any unforeseen occurrence necessitating such expenditure liable to be incurred in future in the Colony. However, upon formation of the "Association of Residents" the Balance Fund available in this Account shall be remitted to the Association.

#### 3.b Maintenance Agreement:

The Purchaser(s) hereby agrees and undertakes that it shall enter into a separate Maintenance Agreement with the Maintenance Agency appointed or nominated by the Developers for the maintenance of the Common Areas and services of the Colony. The Purchaser(s) agrees to pay the maintenance charges to the Developers as and when demanded.

#### 3.c. Scope of Maintenance:

That the scope of maintenance and general upkeep of areas and various common services within the Colony shall broadly include Round the Clock General Watch and Ward, Street Lighting, Conservancy, sweeping of roads, garbage collection and its disposal, cleaning of unwanted growth of plants, etc. in open areas, horticulture, fencing, if required, repair/replacement/painting of signages, guide maps and gates, etc., Maintenance and upkeep of internal pathways, Maintenance and upkeep of Roads and open spaces, Maintenance and upkeep of parks, playgrounds, etc.

So long as the maintenance charges are being paid regularly, as provided in these presents or Maintenance Agreement executed by , the Purchaser(s) or anyone lawfully claiming under him/her shall be entitled to the use of common facilities. In the event of default in payment of these charges, it shall not be open to the Purchaser(s) to claim any right of use of the common facilities. Right to use of common facilities and services is and shall continue to be subject to regular payment of Maintenance Charges.

#### 3.d. Internal Maintenance/Insurance:

That it is understood by the Purchaser(s) that the internal maintenance of the Villa and also the insurance thereof shall always remain the responsibility of the Purchaser(s)/Occupier.

For Gawat Construction Limited



Director





## ARTICLE 4 POSSESSION

### 4.a. Delivery of Possession:

- i) That the possession of the Villa is proposed to be delivered by the Developers to the Purchaser(s) within 12 months hereof subject to Force Majeure circumstance and upon registration of Sale Deed provided all amounts due and payable by the Purchaser(s) under this Agreement have been paid to the Developers within the stipulated period.
- ii) It is agreed that the Developers shall also be entitled to reasonable extension in time for the delivery of possession of the Villa on account of any default or negligence attributable to the Purchaser(s)' fulfillment of obligations under this Agreement.
- iii) It is further agreed by the Purchaser(s) that on receipt of full consideration and other charges payable by the Purchaser(s), Sale Deed shall be executed in favour of the Purchaser(s) on the format approved by the Developers. All expenses towards execution of Sale Deed shall be borne by the Purchaser(s). It is understood and acknowledged by the Purchaser(s) that proprietary rights of the Plot and the Villa constructed on it shall vest in the Purchaser(s) only upon execution and registration of the Sale Deed in his favour and payment of all dues and outstandings payable under the Agreement. It is specifically made clear that until the execution of the Sale Deed occurs, the Developers shall continue to be the Owner of the Villa and the Developers shall have the first lien and charge on the Villa for all its dues and the outstandings that may become due from the Purchaser(s) to the Developer. That the Purchaser(s) undertakes to remain present before the registering Authority at the time of Registration of the Sale Deed of the Plot.

### 4.b. Notice for Possession:

THAT the Purchaser(s) shall clear all the dues along with Stamp Duty and other charges within 30 days from the date of issuance of notice of possession by the Developer. The possession of the Villa shall be handed over to the Purchaser(s) 21 days after clearance of all the dues. In case the Purchaser(s) fails to take over actual physical possession of the Villa within 21(Twenty one) days, as aforesaid or defaults in clearing the dues within 30 days from the date of issuance of notice of possession, the Purchaser(s) shall be deemed to have taken over possession of the Villa and maintenance charges, as determined by the Developer/ Maintenance Agency, shall become payable by the Purchaser(s) from the date when he would be deemed to be in possession of the Villa.

4.c. That the Developers will be liable to pay charges @ Rs. 4/- per sq. ft. per month of the Saleable Area of the Villa for the period of delay in offering Possession of the said Villa beyond the period indicated in clause 4.a, save and except for reasons beyond the reasonable control of the Developers. These charges, if payable, shall be adjusted at the time of notice of Possession.

### 4.d. Change in Area:

- i) That the allotment of the Villa is subject to changes or alterations necessitated during the course of development of the Colony. Such alterations may include increase and decrease in the Area of the Plot/Villa, position, Layout Plan, Block and number of Plot, designs and specifications, annexed hereto as ANNEXURE B. That the opinion of Company's Architects on such changes will be final and binding on the Purchaser(s). If there is any increase/decrease in the Plot Area the rate of adjustment shall be Rs. 1,25,000 per sq. yard. However, in case the Saleable Area of the Villa increases or decreases, the rate of adjustment shall be Rs. 3000/- per sq. ft. Further, if the Plot on which the Villa is constructed becomes preferably located the Preferential Location charges shall be payable by the Purchaser(s) @ 5%

For Gawar Construction Limited

Director





of the basic Price of the Villa. However, if the Villa allotted ceases to become preferably located, no refund shall be given in such cases. Such differentials in the price of the Villa shall be demanded at the time of offer of possession of the Villa. To implement any such change in the area, position, location of the Villa the same may be incorporated, if necessary, {before or after execution of Conveyance deed in favour of the Purchaser(s)} in a supplementary agreement/Deed to be executed between the Purchaser(s) and the Developers.

- ii) That with respect to the change in the area of the plot/Villa or its location, as mentioned hereinabove, it is clearly understood by the Purchaser(s) that no claim, monetary or otherwise shall be entertained or accepted by the Developers save and except the adjustments in price/charges mentioned in Clause 4.d.i.

#### **4.e Inability to offer Villa:**

That if for any reason whatsoever the Developer is unable to offer the aforesaid Villa to the Purchaser, as agreed herein, the Developer may offer the Purchaser(s) an alternative property or refund the amount in full with simple interest @ 10% per annum. The Developer shall not in the event of such an eventuality be liable to pay any other charge or compensation.

### **ARTICLE 5 RIGHTS AND OBLIGATIONS OF THE PURCHASER(S)**

#### **5.a Express Rights:**

THAT the Purchaser(s) acknowledges and understands that the Developers shall be carrying out extensive developments/construction activities in the entire Colony and the Purchaser(s) shall not raise any objection on account of inconvenience due to such activities. The Developers shall continue to remain Owner of all Lands, facilities, services and amenities to be provided in the Colony and the Developers shall be free to create further rights by way of sale, transfer, lease, collaboration or Joint venture with regard to other developments in the Colony by any other mode which the Developers may decide in their sole discretion. It is further agreed and understood by the Purchaser(s) that the allotment of the Villa is limited and confined in its scope only to the said Villa and the right of ingress and egress of the Purchaser(s) in the said Colony.

#### **5.b Electricity, Water and Sewerage Charges:**

(i) That the Electricity, Water and Sewerage connection charges including Security or other Deposits, as applicable, shall be borne and paid by the Purchaser(s).

(ii) That the Purchaser(s) undertakes to pay additionally to the Developer/Maintenance Agency on demand the sewer charges and the water

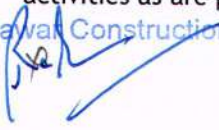
consumption charges and / or any other charge which may be payable in respect of the said Villa.

(iii) That the Purchaser(s) undertakes to pay extra charges on account of external electrification as and when demanded by HUDA.

#### **5.c No Nuisance and annoyance:**

That the Purchaser(s) shall not use the Villa for such activities, as are likely to cause nuisance, annoyance or disturbance to other occupants in the neighbourhood or in the Colony or such activities as are prohibited under any law or directive of the Government or a local Authority.

For Gaurav Construction Limited

  
Director





**5.d Permitted Use:**

That the Purchaser(s) shall always use the Villa for purposes of residence and shall not store any goods or articles of hazardous or combustible nature in the Premises or which can cause damage to the properties of other occupants in the Colony or infrastructure of the Colony.

**5.e Signage:**

That the Purchaser(s) shall not display any signboard, telecom towers and /or advertisement material, etc. on the external façade/terrace of the premises of the said Villa.

**5.f Taxes and Levies:**

- (i) That all taxes, levies, assessments, property/house tax demands or other charges of any kind whatsoever levied or leviable in future on the Villa shall be borne and paid by the Purchaser(s).
- (ii) That the Purchaser(s), if an income tax assessee, shall furnish his/her Permanent Account Number (P.A.N.) to the Developer.

**5.g Change of Nominee(s):**

- (i) That the Purchaser(s) is entitled to get the name of his/her nominee substituted in his/her place as the subsequent Purchaser(s)/allottee, with prior approval of the Developers, provided the Purchaser(s) has paid at least 30% of the total Consideration of the Plot and has cleared and paid all dues till that date to the Developer, who may in its sole discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines, if any, issued by the Authorities.
- (ii) That the Purchaser(s) shall not assign, transfer, lease or part with possession of the Villa without taking 'No Dues Certificate' with respect to upkeep and maintenance charges from the Maintenance Agency appointed by the Developers or the Residents Association.

**5.h Registration of Address:**

That in case of joint Allotment, all communications, demand notices, etc., shall be sent by the Developers to the Purchaser(s) whose name appears first in the Application for Allotment and at the address given by him/her which shall for all purposes be considered as served on all the Purchaser(s) and no separate communication shall be sent to the other named Purchaser(s). It shall be the responsibility of the Purchaser(s) to inform the Developers by Registered Post or e-mail about all subsequent changes in his/her address, if any, failing which all demands, notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address.

**5.i Electricity Supply :**

That it is understood by the Purchaser(s) that the main supply of electricity to the Colony shall be from Dhakshin Haryana Bijli Vitran Nigam Ltd.(DHBVNL).

That it is also understood by the Purchaser(s) that the actual DHBVNL supply/commissioning of power may take quite sometime having regard to the general shortage of power supply in the area. In the circumstances, the Purchaser(s) hereby authorizes the Developers/Maintenance Agency and the Developers/Maintenance Agency hereby agrees and undertakes to provide power to the Colony. For this purpose, the Developers shall install and commission appropriate number of D G Sets of optimum capacity to meet the needs of the residents of the Colony in case the Power Supply by DHBVNL is not available/provided at the time when the possession of the Villa is offered to the Purchaser(s).

That it is further agreed and understood by the Purchaser(s) that charges for providing power to the Colony and individual Villa owners shall not exceed the actual charges incurred for providing power, such as, diesel consumption, operators salary, DG repairs and/or other sundry expenses that the Developer/Maintenance Agency may have to incur on the operation of DG Sets/ Equipments installed by the Developer(s) for providing power to the residents. It is

For Gawar Construction Limited

Director





clearly understood by the Purchaser(s) that such provision of power to each of the Residents/Owners shall not be sale of power and that this provision is to be made by the Developers with a view only to cater to residents immediate power requirements in the intervening period till regular supply by DHBVNL reaches the Colony.

That the Purchaser(s) further understands and confirms that such providing of power by the Developer/Maintenance Agency is being catered to at the request of the Purchaser(s) for his/her use and convenience until regular power supply is made available by DHBVNL. The obligation to pay the charges for providing such power by the Developer/Maintenance Agency to the Purchaser(s) shall remain with the Purchaser(s)/Owner(s) who shall pay such charges forthwith as per demand. The Developers/Maintenance Agency shall determine these charges after taking into account the procurement prices of diesel, occupancy status, minimum wages and other associated expenses and indicative charges for providing such power shall be incorporated in the Maintenance Agreement to be executed between the Purchaser and the Developers or the Maintenance Agency appointed by the Developers.

That the Purchaser(s) further agrees not to raise any dispute to this arrangement either with regard to installation of DG Sets/ Equipments in the Colony or the charges to be demanded by the Developers/ Maintenance Agency.

That it is also agreed that the DG Sets and other equipments installed by the Developers for providing power to the Colony until regular supply by DHBVNL is made available shall be subsequently utilized by the Developers/Maintenance Agency as the case may be to continue to provide 100% power back-up to the Residents of the Colony and to cater to the other services/facilities in the Colony when regular supply by DHBVNL is not forthcoming. An undertaking with regard to the said Power Back-up facility, duly executed by the Purchaser(s), is annexed hereto as Annexure- "C".

**5.j Association of Owners:**

That the Purchaser(s) undertakes to join the Association of Owners as may be formed by the Owners and to pay any fee, subscription charges, etc., for membership of the Association and to complete such documentation and formalities as may be required and/or deemed necessary by the Developers for this purpose.

**5.k.** That the Purchaser(s) shall from time to time sign all applications, papers, documents and other relevant papers as required pursuant to this transaction and to do all acts, deeds or things as the Developer may require for safeguarding the interest of the Developer and the Purchaser(s) in the Colony.

**5.l Equipments**

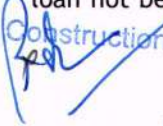
The Developer shall install equipments in the Villa as per specifications annexed hereto as **ANNEXURE B**. The electronic equipments installed in the Villa shall bear warranty from the date of installation and the Developer shall hand over the warranty card of these equipments to the Purchaser at the time of handing over the possession of the Villa.

**ARTICLE 6  
REPRESENTATION AND OBLIGATIONS OF DEVELOPERS**

**6.a** That in case the Purchaser(s) wants to avail of a loan facility from its employer or financial institution for purchase of the Villa, the Developers shall facilitate this process subject to the following:

(i) That the terms of the financing agency shall be exclusively applicable to and be binding upon the Purchaser(s) only.

(ii) That the responsibility to get the loan/finance sanctioned and disbursed as per the Developer's Payment Plan shall rest exclusively with the Purchaser(s). In the event of the loan not being sanctioned or the disbursement getting delayed by any reason whatsoever,

For Gawar Construction Limited  
  
Director





payments to the Developer as per the Payment Plan opted shall not be delayed by the Purchaser(s).

**6.b** The Developers have the right to raise finance from any Bank/ Financial Institution/ Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favour of one or more of such institutions to which the Purchaser(s) shall not have any objection and the consent of the Purchaser(s) shall be deemed to have been granted for creation of such charge on the said Land during the development of the Colony. Notwithstanding the foregoing the Developer shall ensure that such a charge, if any, is released before execution of the Conveyance Deed of the Plot in favour of the Purchaser(s).

#### **ARTICLE 7 INDEMNITY**

The Purchaser(s) hereby agrees and undertakes to abide by the terms and conditions of this Agreement and the applicable laws and Rules and other guidelines issued by the Authorities or the Developer and should there be any contravention or non-compliance of any of the provisions of the Agreement, the Purchaser(s) shall be liable for consequences for violation of the same. If any loss or damage is occasioned due to any such act attributable to the Purchaser(s), the Purchaser(s) shall be solely responsible for the same. The Purchaser(s) further undertakes to indemnify and keep harmless the Developers or their nominated Maintenance Agency against all such claims, losses, damages, etc., occasioned by the Purchaser(s) or his /her agents or representatives.

#### **ARTICLE 8 GENERAL**

**8.a Stamp Duty:**

The stamp duty and other related expenses on the Sale Deed to be executed in pursuance of this Agreement shall be borne solely by the Purchaser(s).

**8.b Force Majeure:**

That, however, if the handing over of possession of the Villa is delayed for reasons of 'Force Majeure' or circumstances beyond the control of the Developers or because of any notice or order of the Government, including slow down strike, civil commotion or by reason of war, enemy or terrorist action or an act of God or delay in the grant of completion / occupation certificate by the Government and/or any other public or competent authority, the Developer shall be entitled to a reasonable extension of time in the date, as agreed herein, for delivery of possession of the Villa.

**8.c Entire Agreement:**

That this Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, oral, written or implied, concerning this transaction. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed to between the Parties. The terms and conditions & various provisions embodied in this Agreement shall be incorporated in the Sale Deed & shall form part thereof to the extent those are deemed to be necessary.

**8.d Execution of Sale deed:**

That the Developers shall execute the Sale Deed and cause it to be registered in favour of the Purchaser(s) after receipt from the Purchaser(s) of the full sale consideration and/or other dues or charges as are mentioned in this Agreement. All the expenses towards registration of the Sale Deed shall be payable by the Purchaser(s).

#### **ARTICLE 9 WAIVER**

That the failure of either party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provision or the right thereof to enforce each and every provision.

For Gawar Construction Limited

Director





**ARTICLE 10  
FEMA**

That the Purchaser(s), if resident outside India, shall be solely responsible to comply with the provisions of the **Foreign Exchange Management Act, 1999 (FEMA)**, and/or all other necessary provisions or instructions as laid down and notified by the Govt. or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Purchaser(s) shall also furnish the required declaration to the Developer on the prescribed format, if necessary. The Developer shall not be responsible for any wrong/false/ inadequate information provided by the Purchaser.

**ARTICLE 11  
BREACH**

Should the Purchaser(s) fail to perform or observe all or any of the stipulations contained herein, the Developers shall have the right to terminate the Agreement and forfeit the Earnest Money along with the accrued interest, if any, on delayed payment till the time of such breach and the same shall be retained by the Developers.

**ARTICLE 12  
APPLICABLE LAW AND JURISDICTION**

**12a** This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.


**12b** That the Courts at Delhi shall have the jurisdiction in all matters arising out of and/or concerning this transaction.


**ARTICLE 13  
NOTICE**


Any notice or letter of communication to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post or by fax at the address shown at the recital of the Agreement (Marketing Office) and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by electronic mail. It shall be the responsibility of the Purchaser to inform the Developer by registered post (A.D) about subsequent changes, if any, in their address failing which all demand notices and communications posted at the first registered address shall be deemed to have been received by the Purchaser at the time when those should ordinarily reach at such address and the Purchaser shall be responsible for any default in payment or other consequences that might occur therefrom.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING ITNESSES:**

For and on behalf of Unitech Ltd.

 Developers





**SIGNED AND DELIVERED**

  
For Gawar Construction Limited

**PURCHASER(S)**

Director

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE A  
PAYMENT PLANS**

Allotment No. : 00096 Allotment Date : 28/07/2014  
Customer code : RV0105  
Customer Name : GAWAR CONSTRUCTION LIMITED  
Address : SF-01, JMD GALLERIA  
SECTOR-48, SOHNA ROAD  
GURGAON, HARYANA  
Pin Code : 122001

Basic Price Rs. 78010269.00 Terrace Price Rs. 0.00  
Plc Amount Rs. 0.00 EDC Charges Rs. 0.00  
Car Parking Price Rs. 0.00 Net Price Rs. 78010269.00

Property Type: VILLA 428

Property No. : Block: A Floor: No. 0167 Super Area 6869.00 SQFT  
Pref. Code : Terrace Area 1312.00 SQFT

S.no	Payment Description	Due Date	Amount
1	At the time of Regn	28/07/2014	2500000.00
2	Instalment	26/10/2014	60000000.00
3	On Final Notice of Possession	/ /	15510269.00+CMRC+SDC & OTHER CHARGES
Total Amount :-			78010269.00

Note: Service Tax, VAT as applicable will be charged extra

For Gawar Construction Limited  
  
Director






## ANNEXURE B

### SPECIFICATIONS – INTERNATIONAL

#### UNIWORLD RESORTS

<b>Structure</b>	Earth-Quake resistant RCC framed Structure
<b>Wall Finish</b>	
External	Texture paint finish and Stone Cladding; Slate/mangalore roof tiles for sloping roofs. <i>Designed canopy of tensile fabric to be provided in front and rear areas.</i>
Internal	Choice of Acrylic Emulsion on POP punning; Ceilings in oil bound Distemper.
<b>Staircase</b>	
Tread & Riser	Imported marble
Railing	Glass railing with wooden handrail
<b>Flooring</b>	
Living/ Dining/Lounge	Imported Marble
Bedrooms	Hardwood/Engineered Wood Flooring
Basement	Imported Marble
Lift Lobbies	Imported Marble
Kitchen	Premium Ceramic/Antiskid/Porcelain tiles
Balcony & Terraces	Anti Skid Tiles
<b>False Ceiling</b>	Full/Partial POP false ceiling in Living, Dining, Bedrooms, Bathrooms & Kitchen with concealed lights
<b>Kitchen</b>	
Wall Finishes	Premium Ceramic / Porcelain wall tiles upto 2' height above work counter
Accessories	Working platform surface in granite with recessed double bowl sink and drainer
<b>Balconies &amp; Terraces</b>	
<b>2<sup>nd</sup> Floor Terrace</b>	Toughened glass with infill stainless steel handrail in selected areas Inbuilt private Jacuzzi with pergola Ceiling, Deckwood Flooring and seating ledges.
<b>Toilets</b>	
Walls	Premium Ceramic / Porcelain wall Tiles full height upto ceiling
Flooring	Premium Ceramic / Porcelain/Antiskid Tiles
Fittings	Premium Imported white sanitary fixtures & imported bath fittings Five fixtures/Fittings bathroom for master bedroom, other bathrooms with 3 Fixtures/Fittings bathroom (except powder room and Maid's toilet)
<b>Doors</b>	
Main Entry	Seasoned teakwood frame, veneer panelled shutter with melamine finish with stone paneling/inserts
Internal	Seasoned teakwood frame, Veneered flush doors with melamine finish.
Ironmongery	Premium make handles/ latches/locks
<b>Windows/ Glazing</b>	Powder Coated / anodized Aluminium frame with glazed shutters with Toughened glass
<b>Power Backup</b>	100% power backup

For Gawar Construction Limited



Director





<b>Air -Conditioning</b>	VRV technology air conditioning with heating & Cooling
<b>Elevator</b>	1 exclusive elevator to each villa (3/4 Pax)
<b>Electricals</b>	All Copper electrical wiring of concealed conduits, provision for adequate light and power points, Telephone & T.V.outlets in all bedrooms and the living room, intercom connectivity and provision for music . Premium quality modular switches with protective MCBs.
<b>Home Automation</b>	Mood Lighting – switching and dimming lights in Living, Dining, Lounge and Bedrooms – Aesthetically designed Switches mounted on wall or sleek remote control. Provision of Automation of curtains / blinds and fans. Motion sensors in dress, bath and staircase. Master control panel at entrance lounge.
<b>Solar Geysers</b>	Provided in all villas
<b>Security</b>	Video Door Phone at the main entrance. Audio video connectivity with main gate. CCTV surveillance in the township.
<b>Landscape</b>	Marble/Granite flooring with exclusive feature wall with concealed lights in niches and party area in rear lawn. Uniquely designed Soft scape with adequate foliage & flora covered by Boundary wall. <i>Planter lights shall be provided in soft-scape as an additional feature.</i>

*All floorplans ,site maps, specifications,amenities, facilities and perspective views are tentative in nature and are subject to revision*

For Gawar Construction Limited

  
Director





Annexure C (Affidavit)

(To be executed by First Purchaser only)

AFFIDAVIT CUM UNDERTAKING

I \_\_\_\_\_ S/D/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ presently  
at Gurgaon, do hereby affirm and declare as under:

1. That I have purchased Villa No. \_\_\_\_\_ in Block \_\_\_\_\_ having Saleable Area of \_\_\_\_\_ Sq. Mts ( \_\_\_\_\_ Sq. yards) Terrace Area \_\_\_\_\_ sq. mtrs. ( \_\_\_\_\_ sq. ft.) in Uniworld Resorts, Gurgaon (hereinafter referred to as the Plot), from M/s Unitech Ltd. (herein this Affidavit referred to as the 'Developer'), wherein the Power Back-up Services are proposed to be provided by the Developer or the nominated Maintenance Agency or any other Company or entity as may be appointed/nominated by the Developer.
2. That the Developer has offered to install requisite equipments in order to make available power backup in the said Colony.
3. That I accept the above offer on the broad terms as envisaged herein below.
4. That I hereby agree to avail the Power Backup services when I complete construction on the said Plot.
5. That I do hereby affirm and declare that I shall use the Power Backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Developer and/or the Developer from time to time.
6. That I do hereby agree, affirm and declare that I shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis, that may installed by the Developer/Company at my Premises.
7. That I do hereby agree and affirm that I shall accept the bill by the Developer/nominated Maintenance Agency based on meter reading and that I undertake to pay the same by the date stipulated by the Developer/Company in each bill sent to me.
8. That I agree that in the event the Developer installs a separate electric meter for such purpose, I shall have no objection to the same.
9. That I/We understand that in the event a separate electric meter is installed by the Developer/Nominated Maintenance Agency/Company, the cost of such installation/repairs/replacement of the meter shall be borne by me.
10. That I hereby agree and affirm that the in the event of non-payment of the aforesaid bills within due date, the Developer/Maintenance Agency shall be at liberty to disconnect the said Power Backup services and demand payment of interest on the delayed payment at such interest rates at par with long term deposit along with other surcharge at applicable rates which I shall be obliged to Pay. Further, any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I agree that the cost of reconnection shall be borne by me.

For Gaurav Construction Limited



Director



11. That I shall pay all the aforesaid charges billed to me and I shall not hold or delay the payment of a bill or amount of any difference/dispute as to its accuracy or otherwise. I further agree and undertake that in the event of any difference/dispute, I shall first pay the requisite bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.

12. That I do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Premises shall be done in conformity with the standards provided by the Developer/Maintenance Agency/Company. I/We shall be solely responsible for any accident, injury, damage to the building, mishap etc. and shall not hold the Developer/Maintenance Agency/Company responsible for any default or non-compliance of any nature in this regard.

13. That in the event the said Plot or premises thereon are Leased/Licensed to any other person or entity, I undertake to indemnify and continue to keep indemnified and harmless the Developer /Maintenance Agency/Company for timely and adequate payment of bills and/or the interest thereon towards the aforesaid Power Backup services.

14. That in the event the Premises are Leased/Licensed to any other person or agency, I shall indemnify the Developer / Maintenance Agency/Company against any theft, misuse, nuisance, delay or default in payment of consumption and/or other charges due and payable by such person or agency.

15. I/We agree that in case of non-use of the Power Backup services for a period of one month or more, I shall pay the minimum charges per KWH of my connected load as per the Circular/Guidelines issued by the Developer/Maintenance Agency/Company from time to time, provided prior intimation thereof has been given to the Developer/Maintenance Agency/Company.

16. That I agree and affirm that I shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout keep the Developer/Maintenance Agency/Company indemnified against any action or consequence for non-compliance of the same on my part.

For Gawar Construction Limited

DEPONENT

#### VERIFICATION

Verified this on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that the contents of Paras 1 to 16 of the accompanying Affidavit are true and correct to my own knowledge and that nothing material has been concealed there from.

For Gawar Construction Limited

DEPONENT

Director

(Attested)





