

Code No. AGR0000

BUYER'S AGREEMENT

THIS AGREEMENT TO SELL (the 'Agreement') is made at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BETWEEN

UNITECH LIMITED, a Public Limited Company duly incorporated under the Companies Act 1956, having its Marketing office at Unitech Ltd. SCO 189-90-91 Sector-17C, Chandigarh, 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 signatories;

AND

1. Mr/Ms .....  
s/w/d/o .....  
R/o .....  
.....

JOINTLY WITH\*

2. Mr/Ms .....  
s/w/d/o .....

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

hereinafter referred to as the 'Purchaser(s)' which expression 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 are in possession of and are otherwise well and are sufficiently entitled to land, situated in Sector 97, 106 and 107, Mohali, Punjab (hereafter referred to as the said 'Land').

AND WHEREAS the Developers propose to set up a Mega Township on the said Land to be known as Uniworld City which shall comprise of Plots, Villa, Multi Story Group Housing, Floors, Commercial Complexes, etc.

AND WHEREAS the lay-out Plan of the said Town Ship has already been approved by the Punjab Government.

AND WHEREAS the Purchaser(s) has applied vide application dated ..... for provisional registration/allotment of a residential plot in the township Uniworld City.

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

AND WHEREAS in pursuance to the above mentioned application for provisional allotment/registration, the Developers have provisionally allotted a plot 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 mentioned in this agreement shall always mean provisional allotment and will 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 Plot 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 Plot No ..... in Block .. (ASPEN GREENS) having area of approx. 420 Sq. Mtrs. (approx 502.32 Sq. yards) provisionally allotted to the Purchaser(s) in the Mega Township to be known as UNIWORLD CITY in Sector-97, Mohali Punjab. (hereinafter referred to as the Plot).

#### ARTICLE 2

##### SALE CONSIDERATION

##### 2.a. Consideration:

- i) That in pursuance of the allotment of the said Plot to the Purchaser(s), the Purchaser(s) agrees to pay to the Developers a sum of Rs...../- (Rs. ....only) towards Consideration of the Plot, (the 'Consideration'). The sale Consideration is inclusive of Basic Price and External Development Charges, as per present rates, Preferential Location Charges, if any.
- ii) That the above agreed consideration of the Plot covers the cost of development of internal services, such as, laying of roads, laying of sewer etc. within the peripheral limits of the Township as also the cost for provision of

external development and/or peripheral services, such as, water, storm water drains, roads, electricity, horticulture etc. to be provided/laid by Government Agencies or local authorities.

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

Out of the total Consideration the Purchaser(s) has already paid an amount of Rs. ....../- (Rs. .... 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 and annexed with the Agreement 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 till the date of payment.

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

That the timely payment of each installment and other charges payable under the Agreement 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 Developers may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe, and the intending Allottee(s) shall be left with no right or lien on the said Plot.

**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 Earnest/Registration money deposited by the Purchaser(s) and in such a case the allotment of the said Plot shall stand cancelled and the Purchaser(s) shall be left with no right or lien on the said Plot 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. Calculation of Consideration:**

THAT the basic price and other charges have been calculated on the basis of Area of the Plot.

**2.i. Preferential Location:**

THAT the Developers apart from basic price shall fix Preferential Location Charges (PLC) of the Plot and if the Purchaser opts for booking of any such Plot, he/she shall also be liable to pay 5% of the Basic Price of the plot for each such preferential location. Further, in case during the course of development of the Colony, the Plot becomes preferentially located, the Purchaser(s) undertakes to pay such charges (PLC) as and when demanded by the Developer. Conversely, if the Plot opted for Purchase ceases to be preferentially located, the Developers shall adjust the PLC (without interest) paid by the intending allottee(s) at the time when the Plot is offered for possession. PLCs shall be charged for Park facing/adjacent/rear to plot, Corner plot, plot facing or rear to road of 18 meter or more

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

The External Development Charges (EDC) for external services to be provided by the Punjab Government are not included in the Basic Price of the Plot. The Purchaser(s) shall pay External Development Charges @ Rs.1575/- per. Sq. yard of the Area of the Plot. In case of any further increase in the External 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 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 also be payable by the Purchaser(s) to the Developers on pro- rata basis as demanded by the Developer.

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

(i) That in accordance with the development plan of the Colony, the Developers propose to develop a Club for the purpose of social activities and the Purchaser(s) have agreed to avail membership of this Club. This Club may be developed simultaneously with or after development of the Colony and for the membership of the Club the Purchaser(s) agrees to pay an amount of Rs. 60,000/- towards Club Membership Registration Charges (CMRC).

(ii) On the Club becoming functional, depending upon requirements of the members, quantum of facilities available in the Club and other related factors, on running and maintenance of Club, the Purchaser(s) shall pay 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 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, it shall be the obligation and responsibility of both, the

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Developers and the Purchaser(s) to register a Sale Deed conveying freehold title of the Plot 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 Premises constructed thereon, as a consequence of any order of Government/Statutory or other Local Authority, the same, if applicable, shall also be payable by the Purchaser(s), on pro-rata basis.

### **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 premises constructed on the said Plot) as determined by the Developer or its nominated agency. The Maintenance Charges @ Rs.1.50/- per sq. yard. (indicative / approx.) per month of Area of the Plot for a period of 3 years, shall be payable in advance before the Possession of the Plot is handed over to the Purchaser(s). The Developers reserve the right to revise these Maintenance Charges at the time of offer of possession and the Purchaser undertakes to pay such revised charges as demanded by the Developers.
- ii) In addition to the payment of maintenance charges, the Purchaser(s) shall pay Interest Free Maintenance Security (IFMS) of Rs. 100/- per sq. yard of area of the Plot. The Security Amount shall be utilized towards replacement, refurbishing, major repairs of plants, machinery etc. installed in the said Township or towards any occurrence necessitating such unforeseen expenditure in future. However, on 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 of the Colony. The Purchaser(s) agrees to pay the maintenance charges to the Developer as and when demanded.

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

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

So long as the maintenance and replacement charges are paid regularly, as provided in these presents, the Purchaser(s) or anyone lawfully claiming under him/her shall be entitled to the use of common facilities. In the event of default of such payments, 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 shall always 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 premises constructed on the said Plot and also its insurance shall be the responsibility of the Purchaser(s)/Occupier.

## **ARTICLE 4 POSSESSION**

### **4.a. Delivery of Possession:**

- i) **THAT** the possession of Plot shall be delivered by the Developers to the Allottee(s) within 18 months hereof subject to Force Majeure circumstances and upon registration of Sale Deed provided all amounts due and payable by the intending Allottee(s) as provided herein have been paid to the Developers. It is, however, understood between the Parties that various Plots comprised in the Township shall be ready in phases and handed over accordingly.
- ii) That in the event of any default or negligence attributable to the Allottee(s)'s fulfillment of Terms & Conditions of Allotment, the Developers shall be entitled to reasonable extension in offering/delivery of possession of Plot to the allottee(s).
- iii) It is further agreed by the Purchaser(s) that on receipt of full consideration and other charges, if any, payable by the Purchaser(s), Sale Deed shall be executed in favour of the Purchaser(s) on the approved format. 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 shall vest with the Purchaser(s) only upon execution and registration of the Sale Deed in his favour and payment of all dues and outstandings. The Developer shall have the first lien and charge on the Plot for all its dues that are or may become due by 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.

### **4.b. Notice for Possession:**

**THAT** the Purchaser(s) shall clear all his dues along with Stamp Duty amount and other charges within 30 days from the date of issuance of final notice of possession. The possession of the Plot shall be handed over to the allottee(s) within 21 days of issuance of Possession Letter by the Developers. In case the allottee(s) fails to take over actual physical possession of the plot within 21 days of issuance of possession

letter or does not clear his final dues within 30 days from the date of issuance of final notice of possession, the Purchaser(s) shall be deemed to have taken possession of the plot and holding charges @ Rs. 50/- per sq. yard, per month of the Area of the Plot apart from maintenance charges, as determined by the Developers/ Maintenance Agency, shall be payable by the Allottee(s) from the date of offer of possession of the Plot.

4.c. That the Developers will be liable to pay charges @ Rs. 50/- per sq. yard. per month of the Area of the Plot for the period of delay in offering the Possession of the said Plot 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 Final Notice of Possession.

#### 4.d. Change in Area:

i) That the said Plot is subject to changes/alterations necessitated during the course of development of the Colony. Such alterations may include change in the Area, Layout Plan, designs and specifications, location, Block and the number of Plot, increase / decrease in the area of the plot. That the opinion of Developers's Architects on such changes shall be final and binding on the Purchaser(s). Further, if there is any increase/decrease in the Plot Area or the Plot becomes preferentially located, revised price and/or PLC shall be payable /adjustable at the original rate and the same shall be adjusted at the time when the Plot is offered for possession.

ii) It is understood by the Purchaser(s) that there could be a change in the Area of the Plot or its location. In such an event, no claim, monetary or otherwise, will be entertained or accepted by the Developers, except that the original rate per sq. mtr. / sq. yard and other charges will be applicable on any increase or decrease in the area of the Plot. The Developers shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the Purchaser(s) or the Developers shall be entitled to recover from the Purchaser(s) the additional price and other proportionate charges, without interest, as the case may be. Such charges shall be refunded/adjusted at the time of final notice of possession of the Plot.

4.e. If for any reason the Developers are not at all in a position to offer the Plot, as agreed herein, the Developers may offer the Purchaser(s) an alternative property or refund the amount in full with interest @ 10% per annum without any further liability to pay damages or any other compensation.

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

#### 5.a Express Rights:

THAT it is agreed and understood by the Purchaser that the allotment of the Plot are limited and confined in its scope only to the said Plot and right of ingress and egress in the said Township.

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

(i) That the Electricity, Water and Sewerage connection charges as applicable shall be borne by the Purchaser(s).

(ii) That the Purchaser(s) undertakes to pay additionally to the Developers/Maintenance Agency on demand the actual cost of sewer and water consumption charges and / or any other charge which may be payable in respect of the said Plot or the construction made thereon.

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

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

That the Purchaser(s) shall not use the Plot or Premises/building constructed thereon for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the Township or those activities which are against law or any directive of the Government or the local authority.

**5.d Permitted Use:**

The Purchaser(s) shall always use the Plot and the premises constructed thereon for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the assets of other occupants or equipments in the Township.

**5.e Signage:**

That the Purchaser(s) shall not display any signboard, telephone tower and/or advertisement material, etc. on the external facade of the premises/building constructed on the said Plot.

**5.f Taxes and Levies:**

(i) That all taxes, levies, assessments, demands or charges levied or leviable in future on the Plot shall be borne and paid by the Purchaser(s)

(ii) That the Purchaser(s), if an income tax assesses, shall furnish his/her Permanent Account Number (P.A.N.).

**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, with prior approval of the Developers, provided the Purchaser(s) has cleared all dues till that date to the Developers, who may in its discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines issued by the Authorities.

(ii) That the Purchaser(s) shall not assign, transfer, lease or part with possession of the Plot without taking 'No Dues Certificate' from the Maintenance Agency appointed by the Developers or the Association of Residents as the case may be.

**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 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 will be deemed to have been received by him/her at the time when those should ordinarily reach such address.

**5.i Bulk supply of Electricity:**

That if the permission to receive and distribute bulk supply of electricity in the Said Township is received by the Developers or its nominated Maintenance Agency or the Association, the Purchaser(s) herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, Purchaser(s) shall execute a Power Supply Agreement and/or any other document as may be required for this purpose, containing requisite terms and conditions of such Power Supply.

**5.j Association of Owners:**

That the Purchaser(s) undertakes to join the Association of Owners as may be formed and further agrees to pay any fee, subscription charges thereof and to complete such documentation and formalities as may be required and/or deemed necessary for this purpose. The Form for formation of Association, Declaration and Membership Form duly executed by the Purchaser(s), for the purpose of enrollment as a member of such Association are attached hereto as Annexure B/C/D/E.

That the Purchaser(s) shall from time to time sign all applications, papers, documents, maintenance documents and all other relevant papers as required in pursuance to this transaction and do all the acts, deeds and things as the Developers may require for safeguarding the interest of the Developers and other Purchaser(s) in the Township.

**5.l Construction on Plot:**

THAT the Purchaser(s) undertakes and agrees that the Developers are under an obligation to ensure completion of the project/Township within a specified period. The Purchaser(s) further understands that non-completion of construction within the stipulated period entails penalty. As such the Purchaser(s) agreed and undertakes to complete the construction on the Plot allotted as per sanctioned building plans within a period of 3 (three) years from the date of offer of possession of the Plot failing which the Purchaser(s) shall be liable to pay penalties for non-completion of construction as notified by the Developers from time to time. However, the Developer may from time to time extend the time for construction on year to year basis up to the maximum period of 8(eight) years upon payment of such penal non-completion charges/extension charges.

In the event the Purchaser(s) still fails to complete construction on the Plot within the extended period of 8 (eight) years, the Developer may in its sole discretion resume possession of the Plot whereupon the Purchaser(s) shall be left with no right, title or interest whatsoever in the Plot except for refund of the amount paid by the Purchaser for the Plot to the Developer with 12% simple interest from the date of possession to the Purchaser till the date of refund.

The penalties applicable for non compliance of the foregoing from the end of the third year are as follows:

4 <sup>th</sup> year	1% of the prevailing price/market rate of plot at the time of extension being granted
5 <sup>th</sup> year	1% of the prevailing price/market rate of plot at the time of extension being granted
6 <sup>th</sup> year	2% of the prevailing price/market rate of plot at the time of extension being granted
7 <sup>th</sup> year	2% of the prevailing price/market rate of plot at the time of extension being granted
8 <sup>th</sup> year	2.5% of the prevailing price/market rate of plot at the time of extension being granted

#### ARTICLE 6 REPRESENTATION AND OBLIGATIONS OF DEVELOPERS

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

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

(ii) The responsibility of getting the loan sanctioned and disbursed as per the Developers' payment schedule shall rest exclusively on the Purchaser(s). In the event of loan not being sanctioned or the disbursement getting delayed, the payment to the Developers 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 and 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 during the development of the Township. Notwithstanding the foregoing the Developers shall ensure that such a charge, if any, is vacated before execution of the Conveyance Deed in favour of the Purchaser(s).

#### ARTICLE 7 INDEMNITY

The Purchaser(s) hereby agrees that it shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the Purchaser(s) shall be liable for the same. If any loss is occasioned due to an 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 Developer or their nominated maintenance agency against all such losses or things occasioned by the Purchaser(s).

## ARTICLE 8 GENERAL

### 8.a Stamp Duty:

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

### 8.b Force Majeure:

That, however, if the handing over of possession of the Plot 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, delay in the grant of completion certificate by the Government and/or any other public or competent authority, the Developers shall be entitled to a reasonable extension of time in the agreed date for delivery of possession of the Plot.

### 8.c Entire Agreement:

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

### 8.d Execution of Conveyance Deed:

That the Developers shall execute the Conveyance 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 and charges mentioned in this Agreement.

## 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.

## ARTICLE 10 FEMA

That the Purchaser(s)(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 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)(s) shall also furnish the required declaration to the Developers on the prescribed format, if necessary.

## 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 the Earnest Money along with the accrued interest on delayed payment till the time of breach, if any, 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 Mohali shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

## ARTICLE 13 ARBITRATION

13a All disputes, differences or disagreements arising out of, in connection with or in relation to this Agreement, shall be mutually discussed and settled between the Parties.

13b However disputes, differences or disagreements arising out of, in connection with or in relation to this Agreement, which cannot be amicably settled, shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid shall be a domestic arbitration under the Applicable Laws.

13c The venue of arbitration shall be Chandigarh or such other place as may be mutually agreed to between the Parties and the Award of the Arbitrator(s) shall be rendered in English.

## ARTICLE 14 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 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. However, any change in the address of the Purchaser(s) shall be communicated to the Developers via registered post within seven days of such change of address. The Purchaser(s) shall be liable for all the consequences flowing from non observance of this clause.

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 WITNESSES:

SIGNED AND DELIVERED

PURCHASER(S)

Developers:

I. For and on behalf of Unitech Ltd.

(Authorised Signatory)

WITNESSES:

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

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

**ANNEXURE A  
PAYMENT PLAN**

## Annexure B

## APPLICATION FOR MEMBERSHIP OF ASSOCIATION

(To be filled by the Purchaser(s))

From:

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To,

The Secretary,  
"Uniworld City Residents Welfare Association",  
Sector 97, 106 and 107  
Mohali Punjab

Sir,

I have entered into an Agreement with M/s Unitech Ltd, and for purchase of Plot bearing Plot No.0022, Block C (ASPEN GREENS) at Uniworld City, Sector 97, Mohali, Punjab.

Please enroll me as a member of the "Uniworld City Residents Welfare Association" and I herewith remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards entrance fee of the said Association.

Kindly let me know the annual subscription fee and also let me have a copy of the bye-laws of the "Uniworld City Residents Welfare Association".

Kindly keep me informed of the activities of the Association from time to time.

Thanking You,

Yours truly

(\_\_\_\_\_)

Purchaser(s) / Member

Dated:

**Annexure C**

M/s Unitech Limited  
Marketing Division  
SCO 189-90-91  
Sector 17C  
Chandigarh

**SUB: FORMATION OF ASSOCIATION OF OWNERS OF UNIWORLD CITY, SECTOR 97,  
106 AND 107, MOHALI, PUNJAB**

Dear Sirs,

Enclosed herewith is a duly filled Membership Form and Declaration for enrolment as Member of Uniworld City Residents Welfare Association.

We also authorize M/s Unitech Limited and/or its officers to process the documents/papers for formation of the Association and take all appropriate steps/action in this regard.

Thanking you,

Yours truly,

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

Enclosed: As above.



**ANNEXURE D**

**DECLARATION**

I/We \_\_\_\_\_, residing  
at \_\_\_\_\_

do hereby declare that we are the Purchaser(s)/owner(s) of Plot No. 0022 in Block C (ASPEN GREENS) , in Uniworld City, Sector 97, Mohali, Punjab and that we shall abide by decisions of the Owners' Association taken by it from time to time. We also undertake to pay monthly subscription/ common expenses or other fund or deposit in accordance with the decisions of the General Body/Board of Managers of the Association.

Date.....

Signature

.....

Place.....

Full Name

.....  
(in Block Letters)

## Annexure E

## UNIWORLD CITY RESIDENTS WELFARE ASSOCIATION

Plot No. : \_\_\_\_\_

Block: \_\_\_\_\_

Uniworld City  
Sector 97, 106 and 107  
Mohali Punjab.

## MEMBERSHIP FORM

## Detail of Property

Block: C (ASPEN GREENS) Plot No.: 0022

1. Name of Allottee / Owner \_\_\_\_\_

2. Son / Daughter / Wife of: \_\_\_\_\_

3. Resident of \_\_\_\_\_  
\_\_\_\_\_4. Permanent Address \_\_\_\_\_  
\_\_\_\_\_5. Office Address \_\_\_\_\_  
\_\_\_\_\_

6. (a) Telephone No. (O) : \_\_\_\_\_

(b) Telephone No. (R) : \_\_\_\_\_

(c) Mobile Phone No. : \_\_\_\_\_

(d) Email : \_\_\_\_\_  
\_\_\_\_\_

7. Date of Purchase: \_\_\_\_\_

8. Date of Possession: \_\_\_\_\_

**PARTICULARS OF TENANT, IF ANY:**

1. Name: \_\_\_\_\_

2. Son / Daughter / Wife of: \_\_\_\_\_

3. Resident of: \_\_\_\_\_

4. Office Address: \_\_\_\_\_

5. Telephone :

a. Residence : \_\_\_\_\_

b. Office : \_\_\_\_\_

c. Mobile : \_\_\_\_\_

GFMO.....

### BUYER'S AGREEMENT

THIS AGREEMENT (the 'Agreement') is made at New Delhi on this \_\_\_\_ day of \_\_\_\_\_ 201

#### BETWEEN

**UNITECH LIMITED**, a Public Limited Company duly incorporated under the Companies Act 1956, having its Marketing office at Unitech Ltd. SCO 189-90-91 Sector 17C, Chandigarh, 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 .....  
s/w/d/o .....  
r/o .....  
.....

#### JOINTLY WITH\*

2. Mr/Ms .....  
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 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 are in possession of and are otherwise well and sufficiently entitled to land, situated in Sector 97, Sector 106 and Sector 107, Mohali, Punjab (hereafter referred to as the said 'Land').

**AND WHEREAS** the Developers propose to set up a Mega Township on the said Land to be known as Uniworld City which shall comprise of Plots, Villas, Floors, Multistorey Group Housing, Commercial Complexes, etc.

**AND WHEREAS** the lay-out Plan of the said Town Ship has been approved by the Town and Country Planning Department, Punjab.

AND WHEREAS on some of the Plots in the Township the Developers shall construct buildings comprising off three floors, each Floor being independent and constituting a separate residential Floor.

AND WHEREAS the Purchaser(s) has applied vide application dated ..... for provisional registration/allotment of a residential Floor in Uniworld City.

AND WHEREAS the Purchaser(s) has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Land/Township and is fully satisfied about the right, title and interest of the Developers in the said Land/Township and 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 an independent residential Floor 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 of the Floor has 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 Floor 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 ..... Floor on Plot No. .... on plot area of approx. .... Sq. Mtrs. (approx. .... Sq. yards) and Saleable Area ..... sq. mtrs. (approx.)( ..... sq. ft. approx.) (hereinafter referred to as the Floor) in Block D provisionally allotted to the Purchaser(s) in the Mega Township to be known as UNIWORLD CITY in Sector 97, Mohali Punjab.

## ARTICLE 2 SALE CONSIDERATION

### 2.a. Consideration:

- i) That in pursuance the allotment of the said Floor to the Purchaser(s), the Purchaser(s) agrees to pay to the Developers a sum of Rs...../- (Rupees ..... only) towards Consideration of the said Floor, (the 'Consideration'). The sale Consideration is inclusive of Basic Price and External Development Charges, as per present rates, Preferential Location Charges, if any.
- ii) That the Purchaser(s) has understood that independent residential Floors shall be constructed on a plot of land and the same shall be sold as Ground Floor, First Floor and Second Floor wherein Ground Floor Purchaser shall have exclusive use of front and rear lawn(s). The Floor Purchaser(s) of the First and Second Floor shall have exclusive use of terraces/balconies of their respective residential Floors. The Second Floor Purchaser shall have the right to use 60% of the total area of terrace above the Second Floor whereas the remaining 40% of the terrace above the Second Floor and the entrance from the main road to the respective floors as well as the passages, stairs and corridors, over head and under ground water tanks and other common facilities, if any, of the residential Floors shall be used and maintained jointly by all the Floor Purchasers. Further, the Purchaser(s) fully understands that no construction of any kind whatsoever shall be authorized/made on top floor terrace, whether temporary or permanent.
- iii) That the above agreed consideration of the Floor covers the cost of development of internal services, such as, laying of roads, laying of sewer etc. within the peripheral limits of the Township as also the cost for provision of external development and/or peripheral services, such as water, storm water drains, roads, electricity, horticulture etc. which are to be provided/laid by Government Agencies, Departments or the concerned local authorities.

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

Out of the total Consideration the Purchaser(s) has already paid an amount of Rs. ..../- (Rupees ..... 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 with the Agreement 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 Developers 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 Floor.

**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 the 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 Floor shall stand cancelled and the Purchaser(s) shall be left with no right or lien on the said Floor 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 Developers apart from basic price shall fix Preferential Location Charges (PLC) of the Floor and if the Purchaser opts for booking of any such Floor, he/she shall also be liable to pay such additional charges as are fixed for such preferentially located Floors. Further, in case during the course of development of the Township, the Floor 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 Floor opted ceases to be preferentially located, the Developers shall adjust the PLC (without interest) paid by the Purchaser(s) at the time when the Floor is offered for possession.

**2.j. External Development Charges (EDC)**

The External Development Charges (EDC) for external services to be provided by the Punjab Government are not included in the Price of the Floor. Each Floor allottee shall pay equally the External Development Charges (EDC) which at present are determined to be Rs. 1575/- per sq. yard of the area of the plot on which the Floors are proposed

to be constructed. In case of any further increase in the External Development Charges prior to the execution of the Sale Deed, the same shall be payable by the Purchaser(s) to the Developers on demand on proportionate basis. However, in the event External Development Charges are increased after execution of the Sale Deed, the same shall also 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 (before or after execution of the Conveyance Deed) then such charges shall be payable by the Purchaser(s) to the Developers on pro-rata basis as demanded by the Developers.

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

(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. ..../- as 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 Club, the Purchaser(s) shall pay such charges as are prescribed by the Developers and/or Management of the Club from time to time and the Purchaser(s) also undertakes to 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 Floor 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 Floor constructed thereon, 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:**

i) That at the time of taking over the possession of the Floor, the Purchaser(s) shall satisfy himself about the design, specifications etc. of the said Floor. The Purchaser(s) after taking possession of the said Floor shall have no claim against the



Developers in respect of any work in the said Floor, which may be said not to have been done or carried out or completed or for any alleged non compliance of any design, specification, building material etc.

- ii) That the Purchaser(s) shall not make any such additions or alterations in the Floor so as to cause blockage or interruption in the common areas and facilities within the Township and/or to cause any structural damage or encroachment to the structures. In case the Purchaser(s) desires to make any changes, structural or otherwise, the Purchaser(s) shall take approval/sanction from the appropriate authority as well as the Developers.

### 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 Floor) in the Township, as determined by the Developers or its nominated agency. The Maintenance Charges as determined by the Developers/nominated 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 Floor is handed over to the Purchaser(s). The Developers reserve the right to revise these Maintenance Charges after expiry of the period of three years and the Purchaser(s) undertakes to pay such revised charges as determined by the Developers or the nominated Maintenance Agency.
- ii) In addition to the payment of maintenance charges, the Floor Purchaser(s) shall pay Interest Free Maintenance Security (IFMS) of Rs. 35/- 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 Township or towards any unforeseen occurrence necessitating such expenditure to be incurred in future in the Township. 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/ nominated by the Developers for maintenance of the Common Areas and Services of the Township. 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 various common services 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, Maintenance and

upkeep of internal pathways, Maintenance and upkeep of Roads and Open spaces, Maintenance and upkeep of parks and playgrounds, Maintenance of Sewerage and drainage. So long as the maintenance and replacement charges are paid regularly, as provided in these presents, 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 shall always 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 Building/Floor and also the insurance & maintenance of the equipments installed in the building shall always remain the responsibility of all the Floor Purchaser(s).

## **ARTICLE 4 POSSESSION**

### **4.a. Delivery of Possession:**

- i) That the possession of the Floor is proposed to be delivered by the Developers to the Purchaser(s) within ..... months of signing hereof subject to Force Majeure circumstances 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. It is, however, understood between the Parties that various Floors in the Township shall be ready and be completed in phases and handed over to the allottees accordingly.
- ii) That it is agreed that the Developers shall also be entitled to reasonable extension in time for delivery of possession of the Floor on account of any default or negligence attributable to the Purchaser(s)' fulfillment of obligations under the Agreement.
- iii) It is further agreed by the Purchaser(s) that after completion of the Floor and receipt of full consideration and other charges, if any, payable by the Purchaser(s), Sale Deed shall be executed in favour of the Purchaser(s) on the format approved by the Developer. 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 in the Floor shall vest with the Purchaser(s) only upon execution and registration of the Sale Deed in his favour and payment of all dues and outstandings payable under this Agreement. That it is specifically made clear that until the execution of Sale Deed, the Developers shall continue to be the owners of the Floor and the Developers shall have the first lien and charge on the Floor for all its dues and outstandings that may become due from the Purchaser(s) to the Developers. That the Purchaser(s) undertakes to remain present before the registering Authority at the time of Registration of the Conveyance Deed of the Floor.

#### 4.b. Notice for Possession:

THAT the Purchaser(s) shall clear all his dues along with Stamp Duty amount and other charges within 30 days from the date of issuance of final notice of possession by the Developers. The possession of the Floor shall be handed over to the allottee(s) within 21 days after clearance of all the dues. In case the Purchaser(s) fails to take over actual physical possession of the Floor within 21 days as aforesaid or defaults in clearing the dues within 30 days from the issuance of notice of possession, the Purchaser(s) shall be deemed to have taken possession of the Floor and holding charges @ Rs.5/- per sq. ft. per month of the Saleable Area of the Floor and maintenance charges, as determined by the Developers/ Maintenance Agency, shall become payable by the Purchaser(s) from the date of deemed possession of the Floor.

4.c. That the Developers will be liable to pay charges @ Rs. 5/- per sq. ft. per month of the Saleable Area of the Floor for the period of delay in offering the Possession of the said Floor beyond the period indicated in clause 4.a, save and except where delay occurs for reasons beyond the 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 Floor is subject to changes or alterations necessitated during the course of development of the Township. Such alterations may include increase and decrease in the Area of the Plot/Floor, position, Layout Plan, Block and number of Plot, designs and specifications, annexed hereto as ANNEXURE B. That the opinion of Developers' Architects on such changes will be final and binding on the Purchaser(s). Further, if there is any increase/decrease in the Plot Area or the Floor becomes preferentially located, revised price and/or PLC of the Plot/Floor shall be payable by the Purchaser(s) at the original rate at which the Floor was booked. However, if there is increase or decrease in the Saleable Area of the Floor, the rate of adjustment of such increase/decrease shall be Rs. 1650/- per sq. ft. Such differential in the price of the Floor shall be adjusted / demanded at the time of offer of possession of the Floor. To implement any such change in the area, position, location of the Floor the same may be incorporated, if necessary, 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/Floor 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 Floor:

That if for any reason whatsoever, the Developers are unable to offer the aforesaid Floor to the Purchaser(s), as agreed herein, the Developers may offer the Purchaser(s) an alternative property or refund the amount in full with interest @ 10% per annum. The Developers 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 for several years in the entire Township and the Purchaser(s) shall not raise any objections or claims on account of inconvenience that may be suffered by the Purchaser(s) due to such activities. The Developers shall remain owners of all Lands, facilities, services and amenities, and shall be free to create further rights by way of sale, transfer, lease, collaboration Joint Venture and other modes which the Developers may deem fit in its sole discretion. It is further agreed and understood by the Purchaser(s) that the allotment of the Floor is limited and confined in its scope only to the said Floor and right of ingress and egress in the said Township.

### 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 Developers/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 Plot and/or the Floor.

(iii) That the Purchaser(s) undertakes to pay extra charges on account of external electrification as and when demanded by Punjab Urban Development Authority(PUDA).

### 5.c No Nuisance and annoyance:

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

### 5 d Permitted Use:

The Purchaser(s) shall always use the Floor 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 Township or infrastructure of the Township.

### 5.e Signage:

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

### 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 said Floor/Plot 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 Developers.

**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 Floor and has cleared and paid all dues till that date to the Developers, 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 Floor 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 Bulk supply of Electricity:**

That if the permission to receive and distribute bulk supply of electricity in the Said Township is received by the Developers or its nominated Maintenance Agency or the Association, the Purchaser(s) herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, Purchaser(s) shall execute a Power Supply Agreement and/or any other document as may be required for this purpose, containing requisite terms and conditions of such Power Supply.

**5.h Association of Owners:**

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

5.i. That the Purchaser(s) shall from time to time sign all applications, papers, documents, maintenance documents and all other relevant papers as required in pursuance to this transaction and do all the acts, deeds and things as the Developers may require for safeguarding the interest of the Developers and other Purchaser(s) in the Township.

**5.j Equipments**

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

**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 Floor, 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 Developers' 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, payments to the Developers 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 Township. Notwithstanding the foregoing the Developers shall ensure that such a charge, if any, is released before execution of the Conveyance Deed of the Floor 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 Developers 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 execution of the Sale Deed in pursuance to this Agreement shall be borne by the Purchaser(s).

### 8.b Force Majeure:

That, however, if the handing over of possession of the Floor 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, delay in the grant of completion / occupation certificate by the Government and/or any other public or competent authority, the Developers shall be entitled to a reasonable extension of time in the agreed date for delivery of possession of the Floor.

### 8.c Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, oral, written or implied, concerning the transaction. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed 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 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 and charges mentioned in this Agreement.

## 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.

## 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 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 Developers on the prescribed format, if necessary. That the Developers shall not be responsible for any wrong/false/inadequate information provided by the Purchaser(s).

**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 on delayed payment till the time of such breach, if any, 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 Mohali shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

**ARTICLE 12  
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 Developers 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 WITNESSES:

**SIGNED AND DELIVERED**

**PURCHASER(S)**

**Developers:**  
I. For and on behalf of Unitech Ltd.

**(Authorised Signatory)**

**WITNESSES:**

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



**ANNEXURE A  
PAYMENT PLANS**

## ANNEXURE B

### SPECIFICATIONS

#### WALL FINISH

- Internal : Living/Dining/Bed Rooms/Lobby, acrylic emulsion paint on on POP Punning
- External : Combination of textured paint and brick tile cladding
- Ceiling : Oil bound distemper (OBD)
- Servant Room/Study : Oil bound distemper (OBD).

#### FLOORING

- Living/Dining/Family Lounge : Marble
- Bed Rooms : Laminated wood flooring
- Stair case : Marble (Udaipur Green)
- Domestic Help Store/ Pooja : Ceramic floor tiles.  
Ceramic floor tiles.

#### KITCHEN

- Flooring : Ceramic Floor Tiles.
- Dado : Select Ceramic tiles 600mm above Counter Area
- Fittings : Granite counter with stainless steel sink, drain board with CP. Fittings.

#### TOILETS

- Flooring : Ceramic tiles.
- Dado : Select ceramic tiles upto 2100mm.
- Counter : Granite
- Fixtures : White chinaware, Singl lever CP fittings, geyser points

#### BALCONIES

- Flooring : Anti Skid Tiles
- Walls : Weather proof paint on wall & ceiling.

**DOORS**

Main Entry  
shutter.

Seasoned hardwood frames with European style moulded

Internal:  
shutter

Seasoned hardwood frames with European style moulded

External

Powder Coated/ anodized aluminium

**WINDOWS**

Powder coated/ Anodised Aluminium Windows withy M.S.Grill

**ELECTRICAL**

Concealed copper wiring, modular moulded switches and MCBs/

**COMMUNICATION**

TV & Telephone jack in living room & Master Bed Room

**Building:**

Sufficient Car Parking Facility

Earthquake resistant construction