

treatment plant, fire Fighting systems, common lighting systems and infrastructure, recreation areas, clubs facilities, other amenities and other facilities in the said Project which may be provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project.

T. Default:

- i) In the event the Developer fails and/or neglects to perform any of its obligations under this Agreement, then the Land Owners shall be entitled to refer the matter to arbitration under the Provisions of the Arbitration & Conciliation Act, 1996.

U. Force Majeure:

- i) Meaning of: Force Majeure shall mean flood, earthquake, riot, war, cyclone tempest, civil commotion, strike and/or their event beyond the control of the Parties (Force Majeure).
- ii) No Liability: The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of force Majeure and the performance of such obligation shall be suspended during of force Majeure.

V. IDENTIFICATION OF THE RESPECTIVE ALLOCATIONS.

- i) The Land Owners have duly authorized the Developer to sell, transfer and convey the entire constructed saleable space/area and handover 40% of the revenue receipts to the Land Owners in proportion to the land held and/or owned by each of the Land Owners to the Land Owners and the Land Owners have authorized the developer too deduct the refundable, adjustable deposits made hereunder and/or agreed to be made hereunder from the revenue receipt of the Land Owners' allocation hence physical identification of the Land Owners Allocation shall not be required to be done.

W. Reservation of Rights:

- i) Forbearance: No forbearance, indulgence or relaxation by any Party at any time to require performance of any of the provisions of this Agreements shall in any