

AGREEMENT FOR SALE

This agreement for sale (“**Agreement**”) is executed at Gurugram on this ____ day of _____, 2017 (“**Agreement**”)

AMONGST

MAHINDRA HOMES PRIVATE LIMITED (earlier known as Watsonia Developers Private Limited) (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956 , having its registered office at 5th floor, Mahindra Towers, Worli, Mumbai - 400 018 and its regional office at Mahindra Towers, 2A Bhikaji Cama Place, New Delhi-110066 (hereinafter referred as “**MHPL**”) (PAN - _____), represented by its authorized signatories _____ (Aadhar No. _____ & _____) authorized *vide* board resolution dated _____ being party of the **FIRST PART**;

AND

IREO PRIVATE LIMITED (earlier known as Orange Reality Private Limited) (CIN No. _____), a company incorporated under the Companies Act, 1956 having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as “**IPL**”) (PAN - _____), represented by its authorized signatories _____ (Aadhar No. _____ & _____) authorized *vide* board resolution dated _____ being party of the **SECOND PART**;

‘MHPL’ and ‘IPL’ are collectively referred to as the “**Promoters**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its/their successors and assigns)

AND

The Companies mentioned in Schedule - II to this Agreement (hereinafter collectively referred to as “**Confirming Parties**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and assigns), being collectively party of the **THIRD PART**;

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office _____ at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **FOURTH PART**;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **FOURTH PART**;

[OR]

[If the Allottee is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **FOURTH PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the **FOURTH PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). being party of the **FOURTH PART**;

[Please insert details of other allottee(s), in case of more than one allottee]

All parties to this Agreement i.e. Promoters, Confirming Parties and the Allottee are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

DEFINITIONS:

In this Agreement, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) “**Adjudicating Officer**” shall have the same meaning ascribed to it under the Act;
- (c) “**Apartment Ownership Act**” shall mean the Haryana Apartment Ownership Act, 1983;
- (d) “**Applicable Laws**” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (e) “**Applicable Taxes**” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- (f) “**Association of Allottees**” shall mean the condominium / association of the allottees in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- (g) “**Authority**” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (h) “**Booking Amount**” shall mean 10% (Ten Percent) of the Total Price of the Apartment;
- (i) “**Carpet Area**” shall have the same meaning as ascribed to it under the Act;
- (j) “**Common Areas**” shall mean:
 - (i) the entire land for the Complex;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus

- connected with installations for common use;
- (vii) all community and commercial facilities to be provided in the Real Estate Project under the declaration to be filed under the Apartment Ownership Act;
 - (viii) all other portion of the Real Estate Project / Complex necessary or convenient for its maintenance, safety, etc., and in common use, which shall be provided by the Promoters in the declaration to be filed under the Apartment Ownership Act (including the common areas / services / facilities as mentioned in Schedule VIII and Schedule IX hereto).
- (k) “**Competent Authority**” shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex Lands and/or the Complex;
 - (l) “**DTCP**” shall mean Directorate, Town and Country Planning, Haryana;
 - (m) “**Force Majeure Event**” shall have the same meaning as ascribed to the term “*force majeure event*” under the Act;
 - (n) “**Government**” means the Government of Haryana;
 - (o) “**Maintenance Agency**” shall mean either the Promoters themselves or the Association of Allottees or any third party employed / hired by the Promoters / Association of Allottees carrying out the maintenance services in the Real Estate Project;
 - (p) “**Rules**” means the Haryana Real Estate (Regulation and Development) Rules, 2017;
 - (q) “**Section**” means a section of the Act.
 - (r) “**Total Price**” shall have the same meaning ascribed to it under Clause 1.2;

INTERPRETATION:

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply -

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Schedules or Annexures are, unless the context otherwise requires, references to recitals, schedules and annexure of this Agreement;
- (d) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.

- (e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (f) Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa.
- (g) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.
- (h) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter", "hereinbefore" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Article, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (i) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (j) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- (k) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.
- (l) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- (m) The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any provision hereof. The true interpretation of any matters / articles in this Agreement shall be done by reading the various articles in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

WHEREAS:

- A. The Confirming Parties are the absolute owners of a contiguous parcel of land ad-measuring 17.55 acres at Sector-59, Village Behrampur, Tehsil Sohna and District Gurugram, and more particularly described in the Part A of Schedule I (hereinafter referred to as the "**Licensed Lands**"). Confirming Parties have acquired the ownership of the Licensed Lands by and under the sale deeds mentioned in Schedule III hereto, duly registered with the Sub-Registrar, Gurugram.
- B. By and under various development agreements executed between IPL and Confirming Parties, Confirming Parties have granted absolute development rights in respect of the Licensed Lands in favour of IPL.
- C. Thereafter, by and under collaboration agreements dated 6th May, 2013 and 11th

February, 2014 duly registered with the Sub-Registrar, Sohna (“**Collaboration Agreements**”), Confirming Parties and IPL have granted, transferred and assigned the development / co-development rights in respect of land admeasuring 5.794 acres approx. out of the Licensed Lands and land admeasuring 1 acre approx. out of the Licensed Lands respectively, aggregating 6.794 acres approx. forming part of the Licensed Lands and more particularly described in the Part B of Schedule I (collectively referred to as the “**Complex Lands**”) in favour of MHPL, pursuant to which MHPL along with IPL are entitled to construct multi-storied group housing buildings and other amenities, structures, facilities, services, etc. on the Complex Lands (“**Complex**”) on the terms and conditions mentioned therein. The Complex Lands have been shown in blue colour outline in Schedule I to this Agreement.

- D. In furtherance to the Collaboration Agreements, MHPL and IPL have mutually agreed for demarcation and allotment of entitlement of MHPL and IPL in the Complex as under:
- a. 75% of the super built up area in the Complex has been reserved and allocated to MHPL along with proportionate car-parking space and the entire area of commercial spaces at the Complex has been reserved and allocated to MHPL (hereinafter collectively referred to as “**MHPL’s Entitlement**”).
 - b. 25% of the super built up area in the Complex has been reserved and allocated to IPL along with proportionate car-parking space (hereinafter referred to as “**IPL’s Entitlement**”).
- E. Confirming Parties and IPL have authorized MHPL under an irrevocable general power of attorney dated 6th May, 2013 and 11th February, 2014 duly registered with the Sub-Registrar, Sohna, inter alia to execute and register agreements to sell, apartment buyer agreements, sale/conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale/transfer of apartments out of the MHPL’s Entitlement in the Complex in favour of the prospective buyers, as may be required, on such terms and conditions as may deem fit and appropriate by MHPL; to receive/recover sale consideration from the prospective buyers; handover possession of the developed apartments at the Complex to the prospective buyers along with the proportionate undivided interest in the Common Areas and generally to do all necessary acts, deeds or things required for completion of the Complex on the Complex Lands.
- F. Amongst others, the following permissions, sanctions, in-principle approvals for development of Licensed Lands (which includes the Complex Lands), have been obtained:
1. License for development of the Licensed Lands into a group housing colony, from the DTCP vide License No. 16 of 2008 dated 31st January, 2008, which was revised vide order dated 9th December, 2015 passed by DTCP;
 2. Zoning Plan approved from the DTCP.
 3. Approval of the building plans of the group housing colony on the Complex Lands i.e. Form BR III granted by DTCP vide its Memo No. 10155 dated 16th May, 2014.

- G. The lands other than the Complex Lands out of the Licensed Lands (“**Other Lands**”) and/or lands adjacent/near to Licensed Lands falling in Sector 59, Gurugram may be developed by IPL and/or its associate companies/nominees/other collaborators /co-collaborators of IPL in any manner as they deem fit and proper. It is also intended that lands adjacent/near to the Licensed Lands falling in Sector 59, Gurgaon may also be exchanged/merged with the Other Lands and IPL may obtain requisite approvals for the same from the Competent Authority. However, the development on the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands) shall not result in any change of the specifications, location, preferential location attributes (for which Preferential Location Charges are applicable) and the size of the Apartment on the Complex Lands; or entail payment of additional consideration / charges by the Allottee; or increase in the number of apartments in the Complex.
- H. IPL and/or its associate companies/nominees/other collaborators/co-collaborators have the unequivocal right and entitlement to construct multi-storied residential buildings and other amenities, structures, facilities, services, etc. over the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the Licensed Lands) of such shape, size, height, specification and at such location as they may deem fit in their sole discretion and as may be approved by the Competent Authorities. The Allottee understands and acknowledges that the construction and the development which may be carried out as per Applicable Laws on the Other Lands (or on the lands resulting from the exchange of merger with lands adjacent/near to the Licensed Lands) by IPL and/or its associate companies/nominees/other collaborators shall not be a part of the Real Estate Project for which this Agreement has been executed. The Apartment would be developed on Complex Lands and the rights, title, interests, easements, claims etc. of the Allottee shall only be with respect to the Apartment and the Common Areas, and to the extent of any shared services and facilities which may be developed on the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the Licensed Lands).
- I. The Haryana State Pollution Control Board, C-11, Sector-6, Panchkula has granted the ‘Consent to Establish’ (CTE) to develop the Complex vide approval no. HSPCB/Consent/: 2821215GUNOCTE1226444 dated 7th January, 2015 which was subsequently renewed on 30th December, 2012 vide Consent No. HSPCB/Consent/: 329962616GUNOCTE3477054.

The Promoters intend to develop residential towers, EWS tower and shops in a phase wise manner, named ‘Luminare’ on the Complex Lands by constructing three residential buildings, shops, EWS units and to provide for sole and exclusive facilities in respect of the apartments, and generally to provide necessary infrastructure facilities, amenities and common area, by consuming total FSI of 79699.958 square meters.

- J. The development to be carried out on the Complex Lands by the Promoters consists of:
1. Tower 1 as per approved plans (i.e. ‘Tower – A’ or ‘Luminare Sirius’ as per marketing plans) consisting of 120 Apartments along with 2 basements, 248 basement covered parking and 40 open parking by consuming FSI of 24729.933 square meters (“**Tower 1**”)

2. Tower 2 as per approved plans (i.e. ‘Tower – B’ or ‘Luminare Altaris’ as per marketing plans)) consisting of 120 Apartments along with 2 basements, 254 basement covered parking by consuming FSI of 24676.725 square meters (“**Tower 2**”)
3. Tower 3 as per approved plans (i.e. ‘Tower- C’ or ‘Luminare Solaris’ as per marketing plan)) consisting of 120 Apartments along with 2 basements, 316 basement covered parking and 34 open parking by consuming FSI of 27117.88 square meters (“**Tower 3**”)
4. EWS Tower as per approved plans consisting of 65 Apartments consuming FSI of 1700.080 square meters (“**EWS Tower**”)
5. Club house / community center, consuming FSI of 1396.490 square meters (“**Club House**”)
6. 5 shops, consuming FSI of 78.850 square meters (“**Shops**”)

K. Out of the above, Tower 1 and EWS Tower over the Complex Lands (“**Real Estate Project**”) which is being developed as phase I of the Complex, have been registered as a ‘real estate project’ under the Act and the Rules. The Authority has duly issued the certificate of registration no. 47 dated 11th August, 2017 for the Real Estate Project (“**RERA Certificate**”), which is annexed and marked as **Annexure “A”** hereto.

In addition to the Real Estate Project, the Promoters also propose to develop the following projects on the Complex Lands:

1. Tower 3, Club House and Shops (which shall be phase II of the Complex);
2. Tower 2 (which shall be phase III of the Complex).

For clarification, it is hereby made clear that the Club House (which is to be constructed along with Tower 3) would form a part of the common areas of the Complex and for the benefit of the allottees of the Complex (inclusive of the Real Estate Project) to be constructed on the Complex Lands.

Allottee understands that the development of the Complex on the Complex Lands (i.e. 6.794 acres) is taking place in phase wise manner so the timing of construction/handing over of the Common Areas with respect the Complex Lands may differ from the handing over of a particular towers/ real estate project.

L. The Allottee has applied for the allotment of an apartment and the car parking space(s) from MHPL’s Entitlement in the Real Estate Project vide application dated (“**Application**”).

M. MHPL has, vide an Allotment Letter dated..... (“**Allotment Letter**”) and on the terms and conditions mentioned therein, allotted to the Allottee the residential apartment bearing No. on the floor having Carpet Area ofsquare feet (equivalent to _____sq. mts.

approx.) in the tower / building(**Building**) and having exclusive balconies having an aggregate Carpet Area of _____ square feet (equivalent to _____sq. mts. approx.); along with covered car parking space no.. forcars (**Car Park Space**) in the as permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas in the Real Estate Project (hereinafter referred to as the **Apartment**), more particularly described in Schedule IV. The floor plan of the Apartment is annexed hereto and marked as Schedule V.

- N. The Allottee has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project on the Complex Lands. The Allottee has also examined all documents and information uploaded by the Promoters on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- O. The Complex Lands have been mortgaged in favour of Axis Trustee Services Limited (**Mortgagee**) for loan facilities availed by the Promoters. The mortgage in favour of the Mortgagee has been registered with the Registrar of Companies. In terms of the security / loan documents, the Mortgagee has agreed that the Promoters in their normal course of business can sell the apartments and upon intimation of such sale to the Mortgagee, the Mortgagee shall release its charge on the apartments sold by the Promoters. The Promoters shall ensure that prior to the conveyance of the Complex Lands to the Association of the Allottees, which conveyance shall be in conformity with the provisions of Apartment Ownership Act; the said facilities shall be fully repaid and satisfied by the Promoters.
- P. The Allottee represents and confirms that it has inspected all the documents pertaining to the Complex and the Complex Lands including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Real Estate Project and its right to convey the Apartment to the Allottee.
- Q. There is a revenue rasta traversing through the Complex Lands which shall have to be kept open / uncovered / unobstructed, at all times, for providing access and easementary rights to owners of lands adjoining the Licensed Lands.
- R. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- S. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws.
- T. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- U. In accordance with the terms and conditions set out in this Agreement and as mutually

agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified in the Recital M.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in recital M herein above and more particularly described in Schedule IV of this Agreement.

1.2 The Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____ only) (“**Total Price**”). The breakup and description of the Total Price is as follows:

Block/ Building/ Tower no. _____ Apartment No. _____ Type _____ Floor _____ Parking _____ Preferential location attributes applicable to the Apartment <ul style="list-style-type: none"> ▪ 60 M wide Road Facing ▪ Park (Internal Greens) + 60 M wide Road Facing ▪ Park Facing (Internal Greens) ▪ Floor Rise ▪ Penthouse PLC 	Rate of Apartment per square feet = _____ Rate of Apartment per square meter = _____
Sale Consideration (in rupees)	_____

Break-up of Total Price:

S. No.	Charges	Amount
1.	Sale Consideration at the rate of Rs. ____/- per sq. mts. of the Carpet Area (inclusive of basic sale price, car parking, preferential location charges, exclusive use of balcony(ies) area, Club House membership charges, locational development charges, GST paid/payable by Promoters in connection with the development/ construction of the Real	

	Estate Project, fire-fighting charges and FTTH)	
2.	Development Charges: a. External development charges at the rate of Rs. _____ per sq. mts. of Carpet Area b. Internal development charges at the rate of Rs. _____ per sq. mts. of Carpet Area	
3.	GST (payable by Allottee as per the following rates): (i) _____ (ii)	
4.	(i) Advance maintenance charges (for the 6 months from offer of possession) at the rate of Rs. _____ per sq. ft. of Carpet Area per annum (equivalent to Rs. _____ per sq.mt. of the Carpet Area per annum) for maintenance of essential services, including annual maintenance contracts for equipment and systems, proportionate charges towards procuring insurance for the Real Estate Project. (ii) Interest bearing maintenance security deposit (“IBMS”) at the rate of Rs. [●]/- ___per sq. ft. of Carpet Area per annum (equivalent to Rs. [●]/- per square mts. of the Carpet Area per annum)	
Total Price		

The Allottee acknowledges that in addition to the payment of the aforementioned amounts, it shall also be liable to make payments towards all other third party charges including the stamp duty and statutory registration charges at the time of offer of possession of the Apartment, to enable the conveyance of the Apartment in favour of the Allottee.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoters towards the Apartment;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoters by way of GST and cess or any other similar taxes which may be levied, in connection with the construction of the Real Estate Project and payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/ reduced based on such change/ modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoters shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, preferential location charges, charges for exclusive use of balcony (ies)/ open terrace(s), parking spaces, internal development charges, external development charges, taxes, fee, levies, etc. cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges for the first 6 months as mentioned above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Real Estate Project.
- (v) Advance maintenance charges (as referred above) do not include charges for providing water from private sources and electricity supply through DG sets, in the event the Competent Authority fails to provide the external linkages for water lines and electricity connection by the time the Promoters offer possession of the Apartment to the Allottee. The said charges towards provision of water from private sources and electricity through DG sets shall be collected proportionately from all the allottees of the Real Estate Project, as provided under Clause 6.3 herein below.
- (vi) In addition to the Total Price, the Allottee shall also be liable to bear electricity connection charges and security deposit, if any, payable to the Competent Authority for obtaining the electricity connection(s) at the Real Estate Project. Such amounts shall be calculated at the rates prescribed by the Competent Authority at the time of obtaining such electricity connection(s). The Promoters agree to provide copies of receipt / any other documentary proof of payment made by the Promoter to the Competent Authority in this regard. The Promoters further agree to handover the documents with regard to obtaining such electricity connection(s), including receipts for payments made to the Competent Authority, to the Association of Allottees/ the Competent Authority, as the case may be, upon handing over of the maintenance services to the Association of Allottees / the Competent Authority, as the case may be.

- (vii) The advance maintenance charges and IBMS will be collected at the time of handover of possession of the Apartment to the Allottee. At the time of handover of the maintenance services from the Promoters to the Association of Allottees / the Competent Authority, as the case may be, any unadjusted advance maintenance charges and the IBMS shall be handed over by the Promoters to the Association of Allottees / the Competent Authority, as the case may be.
- (viii) In the event of increase in any component of the maintenance charges (like GST / cess / minimum wages prescribed under Applicable Laws) due to change in Applicable Laws at the time when offer of possession of the Apartment is given by the Promoters to the Allottee, the Allottee shall be liable to pay the proportionate increased amount of the advance maintenance charges as intimated by the Promoters.
- (ix) The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (“TDS”) at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Allottee has to deduct the 1% TDS as would be informed by the Promoters at the time of actual payment or credit of such sum to the account of MHPL, and within 30 days of such deduction the Allottee shall submit the original TDS certificate to MHPL which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoters then the amount of TDS shall be considered as receivable from the Allottee and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authorities and/or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoters shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee shall make the payment as per the payment plan set out in Schedule VI (**“Payment Plan”**).
- 1.5 The Promoters may allow, *in their sole discretion*, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoters, unless agreed otherwise by the Allottee. The interest on such pre-paid instalment(s) shall be calculated from the date of pre-payment up till the date when such amount would actually have become due. The credit due to the Allottee on account of such pre-payment rebate shall however be adjusted/ paid only at the time of final instalment for the Apartment.
- 1.6 The Allottee may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee’s obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee’s ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee agrees and has fully understood that the Promoters shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Promoters in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Promoters within the time agreed herein, then the Promoters shall have the right to terminate this Agreement in accordance herewith.
- 1.7 Furthermore, in every case where the Allottee has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoters, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained, the Promoters shall be entitled to terminate this Agreement.
- 1.8 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the Apartment, or where the Promoters have given their permission to mortgage the Apartment to any bank, financial institution or company for extending a loan to the Allottee against the Apartment, the Promoters shall not be responsible towards any other third party, who has made payments or remittances to the Promoters on behalf of the Allottee and any such third party shall not have any right against the said Apartment or under this Agreement whatsoever. The Promoters shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
- 1.9 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the

Apartment (as mentioned in Schedule VII hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the Competent Authorities. Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the Competent Authorities.

- 1.10 The Promoters shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate or part occupancy certificate, as the case may be, is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area of the Apartment as may have arisen in the course of construction. The Total Price payable for the Carpet Area shall be recalculated (at the same rates as mentioned in Clause 1.2 herein before) upon confirmation by the Promoters.

Any such variation within +/- 5% of the Carpet Area arisen in the course of construction shall be acceptable to the Allottee and the Allottee shall, as the case may be, either pay or be entitled to refund of the excess money paid in the manner provided below -

- (i) If the Carpet Area of the Apartment increases in terms hereof, the Allottee shall be liable to pay the Promoters as part of the next milestone / instalment of the Payment Plan, the differential money proportionate to the increase in the Carpet Area; and
- (ii) If the Carpet Area of the Apartment decreases in terms hereof, then Allottee shall be entitled to a refund/adjust of the excess amount paid (proportionate to the said decrease in the Carpet Area) along with annual interest (as prescribed under the Act and Rules) calculated thereupon. In the event of decrease in Carpet Area in terms mentioned in point (ii) above, the Promoters shall be liable to refund / adjust the excess amount paid by the Allottee within 90 days along with annual interest as prescribed under the Act and Rules computed from the date when such excess amount was paid by the Allottee.

However, in the event the increase / decrease of the Carpet Area of the Apartment is beyond +/- 5% and the Allottee refuses to accept the Apartment with such revised Carpet Area or refuses to accept any alternate apartment in the Real Estate Project as may be offered to the Allottee by the Promoters; then the Allottee shall have the right to cancel / terminate this Agreement by giving a prior written notice of 30 (thirty) days stating the reasons for such cancellation / termination, and on cancellation / termination the Allottee shall be left with no lien, right, title, interest or claim of whatsoever nature in the Apartment. In such circumstances, Promoters shall, subject to execution and registration of the deed of cancellation as referred in Clause 9.6 herein after, refund to the Allottee the amounts paid till that time by the Allottee towards the purchase of the Apartment along with annual interest as prescribed under the Act and Rules computed from the date of the payments / installments made by the Allottee till the date of refund to the Allottee.

1.11 Subject to Clause 9.3, the Promoters agree and acknowledge, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share / interest in the Common Areas. Since the share/ interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the Association of Allottees after duly obtaining the occupation / completion certificate from the Competent Authority as provided in the Act;
- (iii) The Allottee has the right to visit the Real Estate Project site to assess the extent of development of the Real Estate Project and its Apartment, as the case may be.

The Allottee has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Complex Lands and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), which would be on sharing basis and meant to be used jointly by allottees / owners of apartments on both Complex Lands and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), eg: electricity connection, water and sewerage connection, etc. (“**Shared Services and Facilities**”). The Shared Services and Facilities may be provided / developed on Real Estate Project Lands or the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of allottees / owners of apartments on Complex Lands and the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands). The Allottee shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the conveyance deed, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Allottees and the Applicable Laws.

1.12 The Promoters agrees to pay all outstanding payments before transferring the physical possession of the apartments to the allottees, which it has collected from the allottees, for the payment of outstanding payments (including land cost, ground rent, municipal or other local taxes, charges, levies etc, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Real Estate Project). If the Promoters fail to pay all or any of the outstanding payments collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartments to the allottees, the Promoters agree to be liable, even after the transfer of the property, to pay such outstanding payments and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.13 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as advance consideration / token money (“**Booking Amount**”), being part payment towards the

Total Price of the Apartment at the time of application, the receipt of which the Promoters hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoters within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, it shall be liable to pay interest at the rate prescribed under the Act and Rules.

- 1.14 As part of phase II of the Complex, the Club House is being developed at the Complex Lands for the enjoyment of all allottees at the Complex. The Allottee shall have to pay a one-time Club House membership fee, which is included in the Sale Consideration. The Club House shall be maintained, managed and operated by a third party or the Association of Allottees, on such terms and conditions as they may deem fit. The Allottee understands that in addition to the one time club membership fee, the allottee shall be liable to pay usage charges in accordance with the usages and services availed by the Allottee at the Club House, which shall be uniformly applicable to all allottees at the Complex.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of _____ or an interbank electronic transfer to the _____ **current account no.** _____ **at** _____ **BANK [ADDRESS]**. All payments shall be subject to their actual realization in the above mentioned account. The date of credit in the above account shall be deemed to be the date of payment, and exchange rates given by the bank on the date of said credit shall be applicable for payments made in foreign currency. Any and all bank charges shall be payable by the Allottee.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to

time.

- 3.2 The Promoters accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities, if any, under the applicable laws. Save as otherwise provided in this Agreement, the Promoters shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/ allotment of the Apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoters to adjust/ appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in its name and the Allottee undertakes not to object/ demand/ direct the Promoters to adjust its payments in any manner.

5 TIME IS ESSENCE:

- 5.1 The Promoters shall abide by the time schedule for completing the Real Estate Project as disclosed at the time of registration of the Real Estate Project with the Authority or any extended time schedule as granted by the Authority to the Promoters and time schedule towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the Competent Authorities, as the case may be.
- 5.2 Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues (including the Total Price) as well as other dues, deposits and amounts, including payment of any interest, in accordance with this Agreement and the Act and the Rules shall also be the essence of this Agreement.

6 CONSTRUCTION OF THE REAL ESTATE PROJECT/ APARTMENT:

- 6.1 The Allottee has seen and accepted the proposed layout plan / demarcation-cum-zoning / site plan / building plan, floor plan and common areas / services / facilities [as mentioned in Schedule V, Schedule VIII and Schedule IX hereto] and which has been approved by the Competent Authority, as represented by the Promoters. The Allottee has also agreed to the Payment Plan and the specifications & amenities which are part of the Apartment [as mentioned in Schedule VI and Schedule VII hereto]. The Promoters shall develop the Real Estate Project in accordance with the said layout plans / demarcation-cum-zoning / site plan / building plan, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoters undertake to strictly abide by such plans approved by the competent authorities and

shall also strictly abide by the bye-laws such as Haryana Building Code, 2017, FAR and density norms, conditions of license / allotment as well as registration under the Act and provisions prescribed by the State of Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals / instructions / guidelines of the Competent Authorities, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

- 6.2 The Allottee understands and agrees that the Promoters shall carry out the internal development within the Real Estate Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Real Estate Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoters are dependent on the appropriate Government for providing such external linkage and the Promoters shall bear no responsibility for such unfinished work save and except towards payment of EDC or similar charges to the extent set out herein.
- 6.3 It is further clarified and the Allottee agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity by the time the Promoters offer possession of the apartments to the allottees, the Promoters shall make arrangements for water supply through private sources, and electricity supply through DG sets, the charges for which shall be proportionately payable by all allottees of the Real Estate Project, to be calculated on the basis of actual cost plus Applicable Taxes thereon.

The Promoters undertake to provide all documentary proofs / receipts in respect of payments made by the Promoters towards charges for arrangement of water through private sources and electricity supply through DG sets.

7 POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the Apartment** – The Promoters agree and understand that timely handover / delivery of possession of the Apartment to the Allottee and the handover of Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. Subject to Force Majeure Event, Court orders, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project or any other event / reason of delay recognized or allowed in this regard by the Authority, the Promoters assure to hand over possession of the Apartment with the specifications & amenities thereof mentioned in Schedule VII hereto and the common areas / services / facilities which are part of the Real Estate Project as mentioned in Schedule VIII hereto; on or before _____. The Allottees understand and agrees that the common areas / services / facilities which are part of the Complex as mentioned in Schedule IX hereto, are being developed as part of Phase II and will be completed on or before _____.

If, however, the completion of the Real Estate Project is delayed due to any Force Majeure Event / Court orders, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project or any other event / reason

of delay recognized or allowed in this regard by the Authority, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Real Estate Project due to Force Majeure Event / Court orders, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project or any other event / reason of delay recognized or allowed in this regard by the Authority, then the allotment of the Apartment to the Allottee shall stand terminated and the Promoters shall, subject to execution and registration of the deed of cancellation as referred in Clause 9.6 herein after, refund to the Allottee the entire amount received by the Promoters, towards the purchase of the Apartment, without any interest, within 90 (ninety) days from that date. The Promoters shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that it shall not have any rights, claims etc. against the Promoters, the Confirming Parties, and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoters shall, upon obtaining the occupancy certificate or part thereof of the Building from the Competent Authority and subject to receipt of complete payment of the Total Price and all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed, offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Promoters shall provide a copy (on demand) of the occupancy certificate or part thereof of the Apartment to the Allottee at the time of conveyance of the same.

The Allottee, after taking possession, agrees to pay the maintenance charges and holding charges as determined by the Promoters / Association of Allottees / Competent Authority, as the case may be.

- 7.3 **Failure of the Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoters as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoters by executing necessary documents, including indemnities, undertakings and such other documentation as prescribed in this Agreement or as required by the Promoters, and the Promoters shall give possession of the Apartment to the Allottee.

Fulfillment of the aforesaid conditions shall be a condition precedent for handing over possession of the said Apartment to the Allottee and subsequent execution and registration of conveyance deed. Refusal to fulfill any of the conditions listed above by the Allottee shall amount to a breach of this Agreement.

Notwithstanding any other provisions of this Agreement, if the Allottee fails, ignores or neglects to comply with the essential documentation, undertaking etc. or to

take the possession of the Apartment in accordance with the written intimation sent by the Promoters, the Allottee shall continue to be liable to pay maintenance charges and holding charges in relation to the Apartment as specified in clause 7.2 above.

- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoters to hand over the necessary documents and plans and Common Areas to the Association of Allottees or the Competent Authority, as the case may be, within such time period as prescribed under the Act.
- 7.5 **Cancellation by the Allottee** – The Allottee shall have the right to cancel/ withdraw its allotment in the Real Estate Project as provided in the Act and/or as set out in Clause 9.1 and 9.2 herein below.

Provided that where the Allottee proposes to cancel/ withdraw from the Real Estate Project after the execution of this Agreement, without any fault of the Promoters, the Promoters herein are entitled to forfeit the Booking Amount paid for the allotment along with the interest component on any delayed payment / non-payment by the Allottee (in terms of Clause 1.13 herein before) at the rate prescribed under the Act and Rules. The balance amount of money paid by the Allottee shall be returned by the Promoters to the Allottee within 90 (ninety) days of such cancellation.

- 7.6 **Compensation** – The Promoters shall compensate the Allottee in case of any loss caused to him due to defective title of the Complex Lands, on which the Real Estate Project is being developed/ has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- 7.7 Except for occurrence of a Force Majeure Event, Court orders, policies / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project, or any other event / reason of delay in offer of possession recognized or allowed in this regard by the Authority, if the Promoters fail to complete or are unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; the Allottee may terminate this Agreement in terms of Clause 9.2, without prejudice to any other remedy available to the Allottee.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters and Confirming Parties hereby represent and warrant to the Allottee as follows:

- (i) The Confirming Parties have absolute, clear and marketable title with respect to the Complex Lands, subject to a mortgage created on the Complex Lands and on the development rights thereon created in favour of Axis Trustee Services Limited (acting on behalf of HDFC Bank). In that regard, the declaration of mortgage dated 19th May, 2016 (modified on 29th June, 2017) and memorandum of entry dated May 20, 2016 were executed. Promoters has the requisite rights to carry out

development upon the Complex Land and absolute, actual, physical and legal possession of the Complex Lands for the Real Estate Project;

- (ii) The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Complex Lands, Real Estate Project or the Apartment;
- (iv) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the Complex, the Real Estate Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Complex, the Real Estate Project, the Apartment and the Common Areas;
- (v) The Promoters and the Confirming Parties have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vi) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Complex Lands, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoters and Confirming Parties confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be;
- (ix) The Complex Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (x) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever; which it has collected from the allottees; payable with respect to the Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) to the allottees and the Association of Allottees or the Competent Authority, as the case may be;

- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoters in respect of the Complex Lands and/or the Real Estate Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES INCLUDING TERMINATION:

9.1 Subject to the Force Majeure Event, Court orders, policies / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project, or any other event / reason of delay in offer of possession recognized / allowed in this regard by the Authority, the Promoters shall be considered under a condition of default, in the following events:

- (i) The Promoters fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Real Estate Project with the Authority or within such extended time so granted by the Authority. For the purpose of this clause, “*ready to move in possession*” shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority;
- (ii) Discontinuance of the Promoters’ businesses as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

9.2 In case of default by the Promoters under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement , by giving a prior written notice of 30 (thirty) days stating the reasons for such cancellation / termination, in which case the Promoters shall , subject to execution and registration of the deed of cancellation as referred in Clause 9.6 herein after, be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed under the Act and Rules including compensation in the manner provided under the Act and Rules, within 90 (ninety) days of receiving the termination notice;

Provided that if the Allottee does not intend to withdraw from the Real Estate Project or terminate the Agreement, the Promoters shall continue to pay to the Allottee the interest at the rate prescribed under the Act and Rules, for every

month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoters to the Allottee within 90 (ninety) days of it becoming due.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 consecutive instalments / demands made by the Promoters as per the Payment Plan, despite having been issued notice(s) in that regard, the Allottee shall be liable to pay interest to the Promoters on the unpaid amount at the rate prescribed under the Act and Rules;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoters in this regard, the Promoters may cancel the allotment of the Apartment in favour of the Allottee , by giving a prior written notice of 30 (thirty) days stating the reasons for such cancellation / termination, and shall, subject to execution and registration of the deed of cancellation as referred in Clause 9.6 herein after, refund the money paid to it by the Allottee by forfeiting the Booking Amount along with the interest component on any delayed payment / non-payment by the Allottee (in terms of Clause 1.13 herein before) at the rate prescribed under the Act and Rules. The balance amount of money paid by the Allottee shall be returned by the Promoters to the Allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoters arising out of the same shall thereupon, stand terminated. Provided that the Promoters shall intimate the Allottee about such termination at least thirty days prior to such termination.

9.4 The Promoters shall, in their sole discretion, also be entitled to cancel/ terminate this Agreement, by giving a prior written notice of 30 (thirty) days stating the reasons for such cancellation / termination, if in the sole opinion of the Promoters, (a) the allotment of the Apartment has been obtained through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (d) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law.

9.5 Upon termination of this Agreement by the Promoters, save for the right to refund, if any, to the extent agreed hereinabove, the Allottee shall have no further right or claim against the Promoters, the Confirming Parties and/or the Apartment. Any claim by the Allottee in this regard shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. The Promoters shall on such termination be free to deal with the Apartment in any manner whatsoever, in its sole and absolute discretion. In the event the Allottee has taken possession of the Apartment, then the Promoters shall be entitled to re-enter and resume possession of the Apartment and everything whatsoever contained therein and the Allottee and/or any other person/ occupant of the Apartment shall immediately vacate the Apartment and otherwise be liable to immediate ejection as an unlawful occupant/ trespasser. This is without prejudice to any other rights available to the Promoters against the Allottee.

- 9.6 At the time of any termination / cancellation of this Agreement in terms of Clause 1.10 or 7.1 or 9 herein, the Promoters and Allottee shall execute a deed of cancellation of this Agreement, which shall be duly registered before the appropriate Sub-Registrar. The Parties confirm that any delay in such execution and registration of the said deed of cancellation shall not prejudice the Promoter's right to sell / transfer the Apartment to any third party without any reference to the Allottee.

10. CONVEYANCE OF THE APARTMENT:

The Promoters, on receipt of Total Price as per Clause 1.2 and of all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed under the Agreement from the Allottee and upon execution of necessary documents including the indemnity bond, affidavits, etc. by the Allottee, shall along with the Confirming Parties, execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee and/or the Association of Allottees, as the case may be. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoters is made by the Allottee.

The Promoters shall notify the date(s) for the purpose of execution and registration of the conveyance deed in favour of the Allottee. The Allottee agrees and undertakes to make himself available and present before the competent registering authority for the said purpose on the date(s) communicated to him.

In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed.

In case the Allottee has taken any loan from any bank/ financial institution for the Apartment, the original transfer documents including the conveyance deed shall be directly handed over by the Promoters to the lending institution, if so required by them.

11. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:

- 11.1 In order to prevent speculative transactions, no transfer/ assignment of allotment shall be permitted by the Promoters until the expiry of 12 months from the date of submission of the Application. The Allottee shall be permitted to transfer / assign the allotment of the Apartment and his rights and obligations under this Agreement to any third party after expiry of 12 months from the date of submission of the Application, provided the Allottee has made all up-to date payments to the Promoters and the same in aggregate being at-least 30% of the Total Price and no material breach of the

Agreement has been committed by the Allottee. All such transfers / assignment shall be subject to the Applicable Laws and payment of the transfer / administrative charges of Rs. [●]/- (subject to deduction of tax at applicable rate) per square feet (equivalent to Rs. [●]/- per square mts.) of the Carpet Area of the Apartment by the Allottee to the Promoters and execution of requisite undertakings and indemnities by the Allottee and the transferee(s) as may be required by the Promoters.

- 11.2 In the event the Allottee has obtained finance/loan from any financial institution/bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to the Promoters, permitting the said assignment / transfer by the Allottee. For avoidance of any doubt, any proposal for addition / deletion of names as a Allottee shall be deemed to be a transfer/ assignment of allotment and Allottee will be liable to pay transfer charges at the rate of Rs. [●]/- per square feet (equivalent to Rs. [●]/- per square mts.) of the Carpet Area of the Apartment (subject to deduction of tax at applicable rate thereon). However, addition of name of Allottee's spouse, children, and parents shall not attract any transfer charges and the Allottee shall submit documentary evidence to prove that such persons are related to him/her.
- 11.3 In cases of transfer by way of succession, there shall not be any such transfer / administrative charges, provided the legal heirs / beneficiary(ies) of the Allottee furnish relevant documents to the Promoters setting out their rights and entitlements in this regard.
- 11.4 In case of transfer / assignment or transfer by way of succession as mentioned in Clauses 11.1 and 11.2 respectively, the Promoters shall, subject to there being no material breach of the Agreement by the Allottee, transfer the amounts received from the Allottee to the credit of the transferee / assignee / legal heirs / beneficiary(ies) of the Allottee, as the case may be.
- 11.5 The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
- 11.6 All the provisions contained herein and the obligations arising hereunder in respect of the Apartment shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary(ies) of the Allottee, as all obligations mentioned herein shall go along with the Apartment for all intents and purposes.

12. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

- 12.1 The Promoters shall be responsible to provide and maintain essential services in the Real Estate Project till the taking over of the maintenance of the Real Estate Project by the Association of Allottees or the Competent Authority, as the case may be, upon the issuance of the occupancy certificate (or part thereof) / completion certificate (or part thereof) of the Real Estate Project, as the case may be. The advance maintenance charges for the first 6 (six) months have been included in the Total Price of the Apartment.

In case, the Association of Allottees fails to take handover of such essential services as envisaged in this Agreement or as per the Applicable Laws, then in such a case, the

Promoters shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Association of Allottees or proportionately from all allottees at the Real Estate Project.

- 12.2 The Allottee shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoters. It is made clear to the Allottee that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.
- 12.3 The Allottee agrees to maintain at the close of each financial year ending on 31st March the IBMS with the Association of Allottees / the Competent Authority, as the case may be. The applicable interest rate on IBMS shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 12.3 The Allottee has been informed and understands that IBMS once paid by Allottee to the Promoters, shall be transferred to the account of the Association of Allottees / the Competent Authority, as the case may be.

13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Agreement is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' failure to rectify such defects within such time, the aggrieved allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Allottee shall, in order to mitigate any further prejudicial effect, notify the Promoters of such structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters, in a prompt manner and preferably within 7 (seven) days from the date of occurrence.

However, the Promoters shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Allottee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems

handed over would not be the responsibility of the Promoters, and the Promoters shall not be liable for rectification of any defects therein.

Provided further that in case rectification of any such structural defect or any other defect in workmanship, quality or provision of services by the Promoters at the Real Estate Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoters shall be entitled to the same, provided an intimation thereof has been provided to the Allottee prior to expiry of the said initial 30 (thirty) days. The Allottee hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws. Further, the Promoters shall not be held responsible for any delay in completing the rectification if the same is caused due to any non-cooperation from other apartment allottees / owners and the Association of Allottees.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoters / Maintenance Agency / Association of Allottees / Competent Authority shall have rights of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees / Maintenance Agency / Competent Authority to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees / Maintenance Agency / Competent Authority for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. Any fit-outs to be

carried out by the Allottee in the said Apartment shall be in accordance with the 'Fit-out Guidelines' as uploaded by the Promoters on the website of the Authority under RERA.

- b. The Allottee / the Association of Allottees further undertakes, assures and guarantees that it shall not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Apartment or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Allottee / the Association of Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Building.
- c. The Promoters / Allottee / Association of Allottees shall not create any hindrance by way of locking, blocking, parking or any other manner the right of passage or access or Common Areas which otherwise are available for free access.
- d. If any damage is caused to the Apartment, Common Areas or to the Real Estate Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoters or the Association of Allottees or the Maintenance Agency, as the case may be.
- e. The Allottee / Association of Allottees shall not remove any wall, including the outer and load bearing wall of the Apartment, as the case may be. The Allottee is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Allottees/ Promoters in writing.
- f. The Allottee shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- g. The Allottee / Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters, and after handover of the Common Areas by the Promoters the same shall be in conformity with the approval from the Maintenance Agency / Association of Allottees, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- h. The Allottee shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Allottee specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.
- i. The Allottee undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.
- j. The name of the Complex and Real Estate Project shall always be 'Luminare' and 'Luminare Sirius' respectively and the Allottee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Allottees shall not be entitled to change the same.
- k. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

17. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

- a. The Parties are entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable in the State of Haryana and related to the Real Estate Project.
- b. The Promoters has made it expressly clear to the Allottee that the rights of the Promoters in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies).
- c. The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Real Estate Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Real Estate Project.

18. ADDITIONAL CONSTRUCTIONS:

The Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the execution of this Agreement, in the event the Promoters creates any charge on

the Apartment/ Real Estate Project then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee.

20. COMPLIANCE WITH APARTMENT ACT AND THE ACT:

The Promoters have assured the Allottee that the Real Estate Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed thereunder, bye –laws, instructions / guidelines and decisions of the Competent Authority. The details of approvals / compliances, as applicable under the Applicable Laws are as under:

- i. _____
- ii. _____
- iii. _____

21. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and register the Agreement, as per intimation by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the Promoters shall be entitled to forfeit ten percent of the Booking Amount of Rs. _____ and the balance sums deposited by the Allottee in connection shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire understanding / contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application and Allotment Letter) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Agreement.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

No amendment, supplement or modification to this Agreement, in any form or manner, whatsoever, shall be valid or binding unless set forth in writing and duly executed by the Parties to this Agreement.

The Allottee understands that any amendment, supplement or modification to this Agreement on behalf of the Promoters and the Confirming Parties shall be valid only if the same is signed by a signatory duly authorized by their respective board of directors.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Real Estate Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Promoters may, at their sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other allottees.
- b. Failure on the part of the non-defaulting 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 provisions or relinquishment of any other right or claim granted or arising hereunder or of the future performance of any such term, covenant or condition, and such failure shall in no way affect the validity and enforceability of this Agreement or the rights and obligations of the non-defaulting Party.
- c. The Parties acknowledge that a waiver of any term or provisions hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.
- d. A waiver of a particular obligation of the Allottee in one circumstance will not prevent the Promoters from subsequently requiring compliance from the Allottee with such obligation on other occasions.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and regulations made thereunder or under Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary

to conform to Act or the Rules and regulations made thereunder or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Real Estate Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at MHPL's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution, the Agreement shall be registered at the office of the Sub-Registrar at Sohna. Hence, this Agreement shall be deemed to have been executed at Gurugram.

30. COPIES OF THE AGREEMENT/ COUNTER PARTS:

This Agreement shall be executed in 3 counterparts; 1 master copy with the stamp duty duly affixed thereon along with 2 other contemporaneous copies (with adequate stamping for counterparts of an agreement being affixed on such copies), each of which individually shall be deemed to be the original and all the counterparts shall constitute one and the same instrument. The Promoters shall retain the master copy along with an additional contemporaneous copy with themselves and return the one remaining contemporaneous copy, duly executed by it and the Confirming Parties, to the Allottee for its record.

31. BROKERAGE:

In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the

Apartment, the Promoters shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of the Total Price agreed to be payable to the Promoters for the Apartment.

32. DUE DILIGENCE:

It is hereby understood and agreed that upon signing of this Agreement, the Allottee is deemed to have completed all due diligence as to the right, title and interest of the Promoters and the Confirming Parties to develop and market the Apartment in the Complex on the Complex Land and the Allottee confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoters and the Confirming Parties to convey the Apartment.

33. NOTICES:

That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses specified below:

To the Allottee

_____ Name of Allottee
_____ (Allottee Address)

To the Promoters

With a copy to:

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

In all communications to the Promoters, the reference to the Apartment identification number/ address must be mentioned clearly.

34. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by it, which shall for all intents and purposes be considered as properly served on all the Joint Allottees. No separate notice/communication will be sent to any of other joint Allottee.

The Allottee confirms and agrees that any communication to the email address provided in the application for the Apartment shall be considered a valid communication to the Allottee.

35. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment prior to the execution and registration of this Agreement for such Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.

36. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and regulations made thereunder including other applicable laws of India for the time being in force.

37. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement at Gurugram in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint allottees)

(1) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

(2) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoters:

Signature (Authorised Signatory) _____
Name: _____
Address: _____

Please affix
photographs and
sign across the
photographs

Signature (Authorised Signatory) _____
Name: _____
Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Confirming Parties:

(1) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

(2) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

(3) Signature : _____
Name : _____
Address : _____

(4) Signature : _____
Name : _____
Address : _____

(5) Signature : _____
Name : _____
Address : _____

At ___ on ___ in the presence of:

WITNESSES:

1. Signature ___ Name _____ Address _____
2. Signature ___ Name _____ Address _____

**ANNEXURE A
RERA Certificate**

SCHEDULE I

Part A: Description of Licensed Lands

Land ad-measuring 17.55 acres situated at Sector –59 Village Behrampur, Tehsil Sohna, District Gurgaon in and comprised in the following Kila Numbers:

Rectangle	Kila No	Area (in Kanal – Marla)		Area (in acres)
		Kanal	Marla	Acres
12	19/2	5	5	0.65625
	21/2	2	4	0.275
	22	8	0	1
20	2	9	4	1.15
12	21/1	1	6	0.1625
13	24	4	0	0.5
	25	4	0	0.5
19	4	7	12	0.95
	5	8	0	1
	6	8	0	1
	7	7	12	0.95
20	1	3	0	0.375
	10	5	1	0.63125
18	6	9	18	1.2375
	14	9	18	1.2375
	17	8	0	1
	15/1	2	4	0.275
	16/2	2	12	0.325
19	8	8	0	1
	9/1	2	12	0.325
	12/2	2	12	0.325
	13	8	0	1
19	10	8	0	1
	9/2	5	8	0.675
Total		140	8	17.55

Part B: Description of Complex Lands

Land ad-measuring 6.794 acres approx. situated at Sector –59 Village Behrampur, Tehsil Sohna, District Gurgaon in and comprised in the following Kila Numbers:

Rectangle	Kila No	Area (in Kanal – Marla)		Area (in acres)
		Kanal	Marla	Acres
13	25/2	0	1	0.006
19	4/2	3	12	0.450
	5/2	7	0	0.875
	6	8	0	1.000
	7	7	12	0.950
	8/1	7	16	0.975
	9/1/2 min	2	0	0.250
	9/2/2 min	0	2	0.013
	12/2 min	1	19	0.244
	13	8	0	1.000
20	10 min	0	5	0.031
12	21/1/2	0	4	0.025
20	1	3	0	0.275
	10	4	16	0.600
Total		54	07	6.794

SCHEDULE II
DETAILS OF CONFIRMING PARTIES

- (i) **ORNAMENTAL REALTORS PRIVATE LIMITED**, having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049
- (ii) **BTVS BUILDWELL PRIVATE LIMITED**, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (iii) **BASE EXPORTS PRIVATE LIMITED**, having its registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015
- (iv) **ADSON SOFTWARE PRIVATE LIMITED**, having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049
- (v) **ASPIRANT BUILDERS PRIVATE LIMITED**, having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015

SCHEDULE III
DETAILS OF SALE DEEDS

- i. Sale deed dated 30th January, 2006 executed by Rishipal, Vijay Singh, Balbir, Dheeraj and Rajesh in favour of BTVS Buildwell Private Limited, registered with the Sub-Registrar of Assurance as Document No. 6511 dated 30th January, 2006
- ii. Sale deed dated 30th January, 2006 executed by Khacheru Ram in favour of Ornamental Realtors Private Limited, registered with the Sub-Registrar of Assurance as Document No. 6504 dated 30th January, 2006
- iii. Sale deed dated 1st February, 2006 executed by Chirag Developers and Salil Bhatia in favour of BTVS Buildwell Private Limited, registered with the Sub-Registrar of Assurance as Document No. 6564 dated 1st February, 2006.
- iv. Sale deed dated 27th March, 2006 executed by Phool Singh, Lakhmi Chand, Billo, Rajpal and Bhagwati in favour of Adson Software Private Limited, registered with the Sub-Registrar of Assurance as Document No. 7666 dated 27th March, 2006.
- v. Sale deed dated 25th November, 2005 executed by Hari Ram in favour of Base Exports Private Limited, registered with the Sub-Registrar of Assurance as Document No. 4899 dated 25th November, 2005.
- vi. Sale deed dated 9th March, 2006 executed by Hari Ram, Kalu and Lilu in favour of BTVS Buildwell Private Limited, registered with the Sub-Registrar of Assurance as Document No. 7286 dated 9th March, 2006.

**SCHEDULE IV
DESCRIPTION OF THE APARTMENT**

A. DESCRIPTION OF THE APARTMENT APPLIED FOR:

- (i) Apartment No. _____
- (ii) Tower No. _____
- (iii) Floor No. _____
- (iv) Carpet area of _____ sq ft. (equivalent to _____sq. mts.. approx).
- (v) Exclusive Balcony area of _____sq. ft. (equivalent to _____sq. mts. approx.)
- (vi) Number of covered car parking(s) _____
- (vii) The above said apartment is surrounded from four side as follows:
 - a. East side: _____
 - b. West side: _____
 - c. North side: _____
 - d. South side: _____

B. MODE OF BOOKING

- (i) Direct ()
- (ii) Property Dealer/Channel Partner/Broker ()
(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

SCHEDULE V
FLOOR PLAN OF THE APARTMENT

**SCHEDULE VI
PAYMENT PLAN**

**SCHEDULE VII
SPECIFICATIONS & AMENITIES
WHICH ARE PART OF THE APARTMENT**

SPECIFICATIONS				
<ul style="list-style-type: none"> ■ VRV Air-conditioning ■ Modular Kitchen Cabinet with Hob and Chimney ■ Italian marble flooring in living/dining areas and Laminated Wooden flooring in Bedrooms ■ Floor to Floor Height – 3.2 mts. 				
S.NO.	APARTMENT SPACES	FEATURE	FINISHES	OTHERS
1	LIVING ROOM / DINING FAMILY LOUNGE	Walls	Low VOC acrylic emulsion paint	
		Flooring	Italian Marble	
		Ceiling	low VOC acrylic emulsion paint and part gypsum board false ceiling as per design.	
		Doors	Hardwood frame with flush door with veneer finish (on both sides) & Architraves.	
		Windows	UPVC framed double glazing unit	
2	BEDROOMS	Walls	Low VOC acrylic emulsion paint	
		Flooring	Laminated Wooden Floor	
		Ceiling	Low VOC acrylic emulsion paint and part gypsum board false ceiling as per design	
		Doors	Hardwood frame with flush door with veneer finish (on both sides) & Architraves	
		Windows	UPVC framed double glazing unit	

3	KITCHEN	Walls	Wall tiles up to 2' 0" above the counter and low VOC acrylic emulsion in the balance area.	Modular kitchen cabinet with granite counter top/ Hob, Chimney will be provided.
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	Low VOC acrylic emulsion paint and part gypsum board false ceiling as per design	
		Windows	UPVC framed double glazing	
4	TOILETS	Walls	Vitrified Tile up to FALSE CEILING, with Italian Marble on the counter	
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	Low VOC acrylic emulsion paint with false ceiling.	
		Doors	Hardwood frame with flush door with both side laminated finish & Architrave.	
		Windows	UPVC framed single glazing with frosted glass.	
		CP & Sanitary Fittings	TOTO, GROHE or equivalent	
5	BALCONIES / TERRACES	Walls	SS Handrail with laminated toughened glass.	Stone coping.
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	EXTERIOR GRADE PAINT of Approved make.	
6	SERVANT ROOM & TOILET	Walls	Low VOC OBD	
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	Low VOC OBD	

		Doors	Hardwood frame with flush door with both side laminated finish & Architrave.	
		Windows	UPVC framed single glazing.	
		CP & Sanitary Fittings	Jaquar, Hindware or equivalent.	
7	APARTMENT LIFT LOBBIES (private).	Walls	Stone cladding and low VOC acrylic emulsion paint	
		Flooring	Italian Marble.	
		Ceiling	Low VOC acrylic emulsion paint.	
		Doors	Hardwood frame with flush door with veneer finish (on both sides) & Architrave	
		Windows	UPVC framed single glazing.	

**SCHEDULE VIII
COMMON AREAS / SERVICES / FACILITIES
WHICH ARE PART OF REAL ESTATE PROJECT**

LOWER BASEMENT	
SNO.	AREA
1	Pump Room
2	Under Ground tanks
3	DG Room
4	LT Panel room
5	Drivers Toilet
6	Drivers Room
7	Lift Lobbies
8	Drive ways
9	Parking
10	STP
11	Ventilation Panel Rooms
12	Staircases
UPPER BASEMENT	
1	Transformer
2	HT Panel
3	Drivers Room
4	Drivers Toilet
5	Lift Lobbies
6	Staircases
7	Drive ways
8	Parking
9	Garbage Room
10	Electrical room
11	UPS room
12	FTTH Room
13	Maintenance Room
GROUND FLOOR	
1	Entrance Plaza
2	Tower Porch
3	Feature Wall
4	Driveway
5	Car Parking
6	Internal Zen Courtyards
7	Amphitheatre Court
8	Children's Play
9	Central Lawn
10	Separate EWS entry

11	Trellis and Gate
12	LPG pipeline in all apartments
13	Boundary Wall
14	Guard Rooms
15	Toilets
16	Non tower staircases

TOWERS	
1	Service Lifts
2	Service Passage
3	Staircases
4	Gym With Change room and Toilet
TERRACE	
1	Mumties
2	Over Head Tanks
3	Lift Machine Rooms

**SCHEDULE IX
COMMON AREAS / SERVICES / FACILITIES
WHICH ARE PART OF COMPLEX**

LOWER BASEMENT	
SNO.	AREA
1	Pump Room
2	Under Ground tanks
3	DG Room
4	LT Panel room
5	Drivers Toilet
6	Drivers Room
7	Lift Lobbies
8	Drive ways
9	Parking
10	STP
11	Ventilation Panel Rooms
12	Staircases
UPPER BASEMENT	
1	Transformer
2	HT Panel
3	Drivers Room
4	Drivers Toilet
5	Lift Lobbies
6	Staircases
7	Drive ways
8	Parking
9	Garbage Room
10	Electrical room
11	UPS room
12	FTTH Room
13	Maintenance Room
GROUND FLOOR	
1	Entrance Plaza
2	Tower Porch
3	Feature Wall
4	Driveway
5	Car Parking
6	Internal Zen Courtyards
7	Amphitheatre Court
8	Children's Play
9	Feature Portal
10	The Urban River feature

11	Riverside Pavilions
12	Island Pavilion
13	Club Plaza
14	Central Lawn
15	Club Forecourt
16	Tennis Court
17	Half Basketball Court
18	Banquet Lawn
19	Separate EWS entry
20	Trellis and Gate
21	LPG pipeline in all apartments
22	Boundary Wall
23	Guard Rooms
24	Toilets
25	Non tower staircases

CLUB	
1	Gym, Spa, Squash, A.V Room, Restaurant Banquet, Swimming pool with separate kids pool, Play room, cards Room
2	Additional Gym in Tower - A

TOWERS	
1	Service Lifts
2	Service Passage
3	Staircases
TERRACE	
1	Mumties
2	Over Head Tanks
3	Lift Machine Rooms