

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

The allotment and sale of a residential unit [•] in the building/tower [•] forming part of project “**SERENITY HILLS (Phase-2)**” situated in revenue estate of village Lakhnola and Badha, Sector 86, Gurugram-Manesar Urban Complex, District Gurugram, Haryana, India over land admeasuring 25.90 acres, is conditioned on the terms and conditions as set out in this Agreement for Sale and the Annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and other Applicable Law. Upon its execution, the Allottee(s) agrees and confirms having read, understood and accepted the entire Agreement containing the detailed terms and conditions and undertakes to faithfully abide by all the terms and conditions thereof. The Promoter reserves its right to reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made in / to any provision of this Agreement by the Allottee(s) unless as may otherwise be separately advised in writing by the Promoter.

Upon the due execution and registration of the Agreement (*Two original sets which shall be duly registered and endorsed with the registration particulars by the jurisdictional Sub-Registrar of Assurances*), by the Allottee(s) and the Promoter, one duly signed original set of the Agreement will be returned to the Allottee(s) for his/her/its/their own record, the second original set will be retained by the jurisdictional Sub-Registrar of Assurances.

Instructions for execution of the Agreement

1. Kindly sign along with joint allottee, if any, at all places marked (x) in the Agreement including all schedules and stamp paper.
2. Kindly use a **black** ball point pen (preferable) while filling in details or signing the Agreement for Sale.
3. Two signed copies of the Agreement with all the schedules in its original form shall be returned to the Company for execution and registration of this agreement.
4. Kindly sign next to the tentative typical Floor/Unit plan as applied by you in the relevant schedules.
5. Witnesses signatures are mandatory on the relevant page.
6. In case of change in authorized signatory for a Partnership firm/ Limited Liability Partnership Firm, please send us a copy of the partnership deed and resolution signed by all Partners.
7. In case of change in authorized signatory for a Company, please send us a certified copy of Board Resolution along with a certified copy of Memorandum & Articles.

AGREEMENT FOR SALE

1. **Nature of document** - Agreement for Sale
2. **Village/Block** - Lakhnola and Badha, Sectors - 86, Gurugram-Manesar Urban Complex
3. **Tehsil** - []
4. **District** - Gurugram
5. **Area** - [•] Sq. Mtrs. ([•] Sq. Ft.)
6. **Sale Consideration** - Rs. [•]/-
7. **Stamp Duty** -
8. **Stamp Certificate No. /Date** -
9. **Stamp GRN** -
10. **Project Type** - Residential (NILP)
11. **Unit No** - [•]
12. **Unit Type** - Residential
13. **Property Address** - [Name of Project], Sectors 86, District Gurugram, Haryana, India

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“**Agreement**”) is executed on this _____ on this ____ (Date) day of ____ (Month), 20____.

BY AND AMONGST

Emaar India Limited (CIN: U45201DL2005PLC133161, PAN: AABCE4308B), a company incorporated under the Companies Act, 1956, and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110 017 and corporate office at Emaar Business Park, Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector – 28, Gurugram (Gurgaon) – 122 002, Haryana, represented by its Authorized Signatory _____ authorized vide Board Resolution dated _____, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors-in-interest, subsidiary(ies), nominees, executors and permitted assigns) of the **FIRST PART**;

AND

Pyramid Infratech Private Limited (CIN: _____, PAN: _____), a company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at H-38, Ground Floor, M2K White House, Sector-57 hereinafter referred to as the “**PIPL**” (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its successors-in-interest and permitted assigns) have duly authorized the **Promoter** to sign and execute this Agreement for Sale and to appear and present this Agreement for Sale for registration before the concerned Sub-Registrar, of the **SECOND PART**;

AND

Gallium Propbuild Private Limited (CIN: _____, PAN: _____), a company incorporated under the Companies Act, 1956, and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110 017 hereinafter referred to as “**GPPL**” (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its successors-in-interest and permitted assigns) have duly authorized the **Promoter** to sign and execute this Agreement for Sale and to appear and present this Agreement for Sale for registration before the concerned Sub-Registrar, of the **THIRD PART**;

AND

Amardeep Buildcon Private Limited (CIN: _____, PAN: _____), a company incorporated under the Companies Act, 1956, and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110 017 hereinafter referred to as “**ABPL**” (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its successors-in-interest and permitted assigns) have duly authorized the **Promoter** to sign and execute this Agreement for Sale and to appear and present this Agreement for Sale for registration before the concerned Sub-Registrar, of the **FOURTH PART**;

AND

Gateau Propbuild Private Limited (CIN: _____, PAN: _____), a company incorporated under the Companies Act, 1956, and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110 017 hereinafter referred to as “**GPPL1**” (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its successors-in-interest and permitted assigns) have duly authorized the **Promoter** to sign and execute this Agreement for Sale and to appear and present this this Agreement for Sale for registration before the concerned Sub-Registrar, of the **FIFTH PART**;

AND

Gems Buildcon Private Limited (CIN: _____, PAN: _____), a company incorporated under the Companies Act, 1956, and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110 017 hereinafter referred to as “**GBPL**” (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its successors-in-interest and permitted assigns) have duly authorized the **Promoter** to sign and execute this Agreement for Sale and to appear and present this this Agreement for Sale for registration before the concerned Sub-Registrar, of the **SIXTH PART**;

AND

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____, aged about _____, residing at _____, (PAN _____),

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____, aged about _____, residing at _____, (PAN _____),

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____, aged about _____, residing at _____, (PAN _____),

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

[OR]

[If the Allottee is a Company]

_____, (CIN: _____) 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 authorized signatory, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) duly authorized *vide* board resolution dated _____,

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. _____ with the Registrar of Firms & Societies _____), having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) authorized *vide* Resolution dated _____,

[OR]

[If the Allottee is an Individual]

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____ aged about _____, residing at _____, (PAN _____),

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family / Hindu Dayabhagha Family known as _____ HUF, having its place of business / residence at _____, (PAN _____),

[OR]

[If the Allottee is a Society]

_____, (Society Registration No. _____) a Society registered under the Societies Registration Act, 1860, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) duly authorized *vide* Resolution dated _____,

[OR]

[If the Allottee is a Trust]

_____, (Trust Registration No. _____) a Trust registered under the _____, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) duly authorized *vide* Resolution dated _____,

,hereinafter jointly/severally, as the case may be, referred to as the “**Allottee**”, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm , his/her heirs, legal representatives, executors, administrators, successors-in-interest and permitted assigns; (ii) partnership firm/ LLP - 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 (iv) HUF- the members or member for the time being of the said HUF, and their respective heirs, legal representatives, administrators, executors and successors; (iii) company/ society/ trust - its successor(s)-in-interest, trustees, society members and assign(s); as the case may be of the **SIXTH PART**.

PIPL, GPPL, ABPL, GPPL1 and GBPL are hereinafter collectively referred to as “**Landowners**”

The **Promoter, Landowners** and **Allottee** shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) **"Government"** means the Government of the State of Haryana;
- (c) **"Rules"** means the Real Estate (Regulation & Development) Rules, 2017 for the State of Haryana;
- (d) **"Section"** means a Section of the Act.

WHEREAS:

- A. Landowners are the absolute, sole and lawful owner of the land, as described in **Schedule** __ totally admeasuring 25.90 acres (Approx.) situated in the revenue estate of village Lakhnola & Badha, Sectors 86, Gurugram – Manesar Urban Complex, District Gurugram, Haryana, India. The Promoter had entered into various development agreements with the Landowners (hereinafter referred to as **"Definitive Agreements"**), and pursuant thereto, the Landowners were granted by the Director, Town and Country Planning, Haryana, (**"DTCP"**) (i) license no. 10 of 2025 bearing endorsement no. LC-5178-II/JE(RK)/2025/2251 dated 16.01.2025 valid till 15.01.2030; and (ii) license no. 75 of 2025 bearing endorsement no. LC-5178-B+C/JE(RK)/2025/19397 dated 23.05.2025 valid till 21.05.2030 for setting up of residential colony under New Integrated Licensing Policy, 2022 (NILP) which *inter-alia* shall comprise of [_____] on the land admeasuring 25.90 acres (Approx.) situated in the revenue estate of village Lakhnola & Badha, Sectors 86, Gurugram – Manesar Urban Complex, District Gurugram, Haryana, India (hereinafter referred to as **"Said Land"**), as more particularly described in **Schedule** __. The Promoter is constructing and developing a residential colony under the NILP on the Said Land in the name and style of **SERENITY HILLS (Phase-2)** (hereinafter referred to as the **"Project"**). The said Project shall be developed in phases in accordance with the approved layout/phasing plan bearing drawing no. [•] dated [•] for the Said Land and currently, the Developer is developing Phase __ of the said Project spanning over ____ acres out of the Said Land.
- B. The Promoter and the Landowners are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter and the Landowners regarding the Said Land on which Project is to be constructed have been complied with.
- C. The Director General, Town and Country Planning, Haryana, Chandigarh has granted the approval/sanction to develop the Project *vide* approval dated _____ bearing license/sanction no. _____. Further DTCP has approved building plan for Tower - ____ of the concerned phase of the Project *vide* memo no. ____ dated _____.

- D. The Promoter has obtained approval on the layout plan, phasing plan, zoning plan, site plan, building plan, and/or any requisite approval/s for the Project as the case may be, from Director General, Town and Country Planning, Haryana, Chandigarh. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act/ any other laws of the State as applicable;
- E. The Promoter has registered Phase – 2 of the said Project being developed over 7.213 acres of the Said Land under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on [•] under Registration No. [•] of 2025 bearing reference number [•];
- F. The Allottee(s) had applied for a residential unit in the Phase 2s of the Project vide Application No. [•] dated [•] and has been allotted Unit No. [•], having Carpet Area of [•] sq. mtrs. on [•] Floor in [Tower/ Block/ Building] No. [•] ("**Building**") along with parking no. (if applicable)___ admeasuring ___ Sq. Ft. in the _____(*location of the said parking*), as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Unit**" more particularly described in **Schedule** __ and the floor plan of the Unit is annexed hereto and marked as **Schedule** __).
- G. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.
- I. The Parties, relying on the confirmations, representations and assurances of each other, do 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.
- J. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit for residential purpose along with parking (if applicable) as specified in Recital F.

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 Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase the Unit for residential purpose along with parking (if applicable) as specified

in **Recital F**.

- 1.2 The Total Price for the built up Unit for along with parking (if applicable) based on the carpet area @ **Rs. [•]/- per square meter is Rs. [•] (Rupees [•] Only)** (“**Total Price**”).

Block/Building/Tower No. [•]	Rate of Unit per square meter: Rs. [•]/-
Unit No. [•]	
Type: Residential	
Floor [•]	
Parking (if applicable) [*]	
Total Price (in Rupees)	Rs. [•]/- (Rupees [•] Only)

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit along with parking (if applicable);
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s) paid/payable by the Promoter up to the date of handing over the possession of the Unit along with parking (if applicable) to the allottee(s) or to the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession;

Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification.

Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes / fees / charges / levies etc. paid or demanded along with the acts / rules / notifications together with

dates from which such taxes / fees / charges / levies etc. have been imposed or become effective;

- (iv) The Total Price of Unit along with parking (if applicable) includes recovery of price of land, development/construction of [not only of the Unit] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/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 as per Clause 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit along with parking (if applicable) in the Project.

- 1.3** The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), 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 Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule __ (“Payment Plan”)**.
- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments at @ 0% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter unless agreed upon by the Allottee(s).
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule __** and **Schedule __** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit or Building, as the case may be,

without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), 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.

- 1.7** The Promoter shall confirm the carpet area that has been allotted to the Allottee(s) after the construction of the Building/Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee(s) within 90 (Ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than 5% (five percent) of the carpet area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule** __. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.8** Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit along with parking (if applicable) as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit for residential purpose only along with parking (if applicable).
 - (ii) The Allottee(s) shall also have a right in the Common Areas as provided under Rule 2(1)(f) of the Rules, 2017 of the State. The Allottee(s) 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 Promoter shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of the Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit.
- 1.9** The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (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 Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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.

- 1.10** The Allottee(s) has / have paid a sum of **Rs. [•]/- (Rupees [•] Only)** as booking amount being part payment towards the Total Price of the Unit along with parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit along with parking (if applicable) as prescribed in the Payment Plan [**Schedule _**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delay(s) in payment towards any amount which is payable, the Allottee(s) shall be liable to pay interest at the rate prescribed in Rule 15 of HRERA Rules 2017.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule _**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of [**"Name of Account"**] payable at PAR.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1** The Allottee(s), 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 Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this 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(s) understand(s) and agree(s) that in the event of any failure on his / her / its / their part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she / it / they 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 Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Unit for commercial/IT office usage (as the case may be) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the said Unit for along with parking (if applicable), in the name of the Allottee and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards offer of handing over the said Unit along with parking (if applicable) to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of HRERA Rules, 2017.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

The Allottee(s) has / have seen the proposed layout plan / demarcation-cum-zoning / phasing plan/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the agreement / website (as the case may be) regarding the Project(s) where the said Unit along with parking (if applicable) is located and has accepted the floor/site plan, Payment Plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana

Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the Licenses/ allotment, as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the DGTCP, 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 any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Unit / Apartment -

- (i) The Promoter agrees and understands that timely delivery of possession of the Unit along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017 is the essence of the Agreement.
- (ii) The Promoter assures to hand over possession of the Unit along with parking (if applicable) as per agreed terms and conditions unless there is delay due to "*force majeure*", court orders, Government Policy/ guidelines, decisions affecting the regular development of the real estate Project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.
- (iii) The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the Project due to *Force Majeure* and above-mentioned conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within 90 (ninety) days. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that he/she / it / they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of Unit-

- (i) The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of the residential colony, as the case may be, along with parking (if applicable), shall offer in writing

("Possession Notice" or "Intimation of Possession") the possession of the Unit within 3 (three) months from the date of above, to the Allottee(s) as per terms of this Agreement.

- (ii) The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the residential colony along with parking (if applicable), at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

7.3 Failure of Allottee(s) to take possession of Unit for commercial/IT office usage-

- (i) Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, Notice for Intimation of Possession, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee(s) as per terms and condition of this Agreement.
- (ii) In case the Allottee(s) fail(s) to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided, such Allottee(s) shall continue to be liable to pay maintenance charges and holding charges.

7.4 Possession by the Allottee(s)-

After obtaining the occupation certificate of the building blocks in respect of the Project by the Promoter, and handing over the physical possession of the Unit along with parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter 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 as provided under Rule 2(1)(f) of the Rules, 2017.

7.5 Cancellation by Allottee(s)-

The Allottee(s) shall have the right to cancel/withdraw his / her / its / their allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to

forfeit the *Earnest Money* paid for the allotment and the interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 90 (ninety) days of such cancellation.

7.6 Compensation -

The Promoter shall compensate the Allottee(s) in case of any loss caused to him/ her / it / them due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a "*force majeure*", Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Unit along with parking (if applicable)-

- (i) in accordance with the terms of this Agreement, duly completed by date specified in Clause 7.1, or.
- (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him / her / it in respect of the Unit e, with interest at the rate prescribed in Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES-

REPRESENTATIONS AND WARRANTIES OF THE LANDOWNER/PROMOTER: The Landowners/Promoter hereby represent and warrant to the Allottee(s) as follows:

- (i) The Landowners have absolute, clear and marketable title with respect to the Said Land and the Promoter has the requisite rights to carry out development upon the Said Land and absolute, actual,

physical and legal possession of the Said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Unit being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of Law;

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Unit and for common areas as provided under Rule 2(1)(f) of the Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter has 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 Said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit along with parking (if applicable) to the Allottee(s), common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017;
- (ix) The Schedule Property is 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 Schedule Property;
- (x) The Promoter has 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, payable with respect to the said Project to the

competent Authorities till the offer of possession of Unit has been issued, as the case may be, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, Rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of the Rules, 2017;

- (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 of the said property) has been received by or served upon the Promoter in respect of the Said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the "*Force Majeure*", Court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) The Promoter fails to provide ready to move in possession of the developed Unit along with parking (if applicable) to the Allottee(s) within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit 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 or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stop making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of

the Unit, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice.

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate this Agreement, he / she / it / they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit along with parking (if applicable), which shall be paid by the Promoter to the Allottee(s) within 90 (ninety) days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee(s) fail(s) to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto and/or, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit along with parking (if applicable), in favour of the Allottee(s) and refund the money paid to him / her / it by the Allottee(s) by forfeiting the Earnest Money paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 90 (ninety) days of such cancellation. The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

(i) The Promoter, on receipt of Total Price of Unit along with parking (if applicable), shall execute a conveyance deed in favour of Allottee(s) preferably within 3 (three) months but not later than 6 (six) months from the date of possession.

Provided that, the Unit is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of the Rules 2017. However, in case, the Allottee(s) fail(s) to

deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his / her / its / their favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees or Competent Authority, as the case may be, upon the issuance of the occupation certificate/ part thereof. The cost of such maintenance has been included in the Total Price of the Unit.

In case, the Allottee/Association of Allottees fail(s) to take possession of the said essential services as envisaged in this Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond its scope.

12. 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 Promoter as per this Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's 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.

Provided that, the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/design.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) 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 formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit along with parking (if applicable) at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit along with parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit along with parking (if applicable) and keep the Unit along with parking (if applicable), 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.

15.2 The Allottee(s)/Association of allottees further undertakes, assures and guarantees that he/ she/it/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s)/ Association of allottees shall not store any hazardous or combustible goods in the Unit and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Promoter/ Allottee(s)/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee(s)/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit for commercial/IT office usage and parking (if applicable), as the case may be.

15.3 The Allottee(s) / Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and / or Maintenance Agency appointed by Association of Allottees / competent authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid

conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of a Unit for residential purpose only along with parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project.

17. ADDITIONAL CONSTRUCTIONS:

17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/ directions or sanctions by competent authority.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Unit and parking (if applicable) and if any such mortgage or charge is made or created 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(s) who has taken or agreed to take such Unit and parking (if applicable).

19. APARTMENT OWNERSHIP ACT FOR THE STATE OF HARYANA:

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Haryana Apartment Ownership Act, 1983, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State of Haryana. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided: -

(a)	Approval of Building Plan Memo No. [•] dated [•]
(b)	Approval of RERA Registration No. [•].
(c)	Environmental clearance bearing EC Identification No. EC24B3812HR5294516N dated 17.02.2025
(d)	Approved revised zoning plan bearing DRG No. DTCP 11315 dated 06.08.2025
(e)	Phasing Plan approved vide memo no. ____ dated ____

20. BINDING EFFECT

20.1 By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter 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. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the state.

20.2 If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further fails to execute and register the said Agreement as per intimation by the Promoter, then the Promoter 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, the application of the Allottee shall be treated as cancelled and the Promoter has an option to forfeit the Earnest Money.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, brochures and any other marketing collateral, arrangements whether written or oral, if any, between the Parties in regard to the said Unit and parking (if applicable).

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit and parking (if applicable) in case of a transfer, as the said obligations go along with the Unit and parking (if applicable), for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [**Schedule __**] including waiving the payment of interest for delayed payment i.e. Delayed Payment Charges. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties 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 of the right thereafter to enforce each and every provision.

25. 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 other 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 law, 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE OF PAYMENT WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement, it is stipulated that the Allottee(s) has / have to make any payment, in common with other allottee(s) in Project, the same shall be the proportion of the area/carpet area of the Unit for commercial/IT usage and parking (if applicable) bears to the Carpet Area of all the units in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Gurugram after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per the

provision of the relevant state Act at the office of the jurisdictional Sub-Registrar of Assurances Gurugram, Haryana. Hence, this Agreement shall be deemed to have been executed at Gurugram, Haryana.

29. NOTICES:

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

Party	Notice Details
Promoter	Emaar India Limited Emaar Business Park, Mehrauli Gurgaon (Gurugram) Road, Sikandarpur Chowk, Sector-28, Gurgaon, (Gurugram) 122002
Allottee	[•]

It shall be the duty of the Allottee(s) and the Promoter 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 Promoter or the Allottee(s), as the case may be.

30. JOINT ALLOTTEES

That in case there are Joint Allottee(s), all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for Sale for the Unit, shall not be construed to limit the rights and interests of the Allottee(s) under this Agreement for Sale or under the Act or the Rules or the regulations made thereunder.

32. 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 prevalent in the State for the time being in force.

33. 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 parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram, Haryana 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 buyers)

(1) Signature: _____

Name: _____

Address: _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Landowners:

**All Acting through
Emaar India Limited**

Signature : _____

(Authorised Signatory)

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

Promoter:

Signature _____

(Authorised Signatory)

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

DETAILS OF SCHEDULES

SCHEDULE A- DESCRIPTION OF THE UNIT AND PARKING (IF APPLICABLE)

SCHEDULE B- FLOOR PLAN OF THE UNIT

SCHEDULE C- PRICING AND PAYMENT PLAN

SCHEDULE D- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

SCHEDULE E- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PHASE_ IN THE PROJECT)

SCHEDULE F- MEMBERSHIP APPLICATION FORM

SCHEDULE G - LIST OF COMMON AREAS OF THE PHASE- _ OF THE PROJECT

SCHEDULE H- AREA SCHEDULE OF SAID LAND

SCHEDULE 'A'

DESCRIPTION OF THE UNIT AND PARKING (IF APPLICABLE)

Project Name	:	[•]
Type of Units	:	[•]
Unit No.	:	[•]
Unit Type	:	[•]
Floor	:	[•]
Carpet Area (in sq. mtrs)	:	[•]
Parking	:	[•]

SCHEDULE - 'B'

FLOOR PLAN OF THE UNIT

SCHEDULE 'C'

PRICING AND PAYMENT PLAN

Ref No	
Booking Date	
Customer Number	
Customer Name	
Project	
Unit No	

TOTAL PRICE OF THE PROPERTY

Charge Type	Value	Discount	Total	GST*	Total Amount
Unit Price*					
EDC/IDC					
IFMS					
Maintenance Charges (for 12 months)					
Total (INR)					
<i># taxes extra as applicable</i>					

SCHEDULE OF PAYMENT

[Insert Schedule of Payment]

NOTE:

- (i) Maintenance Charges for first 12 months amounting to **Rs. [•]/- (Rupees [•] Only)** commencing from issuance of Intimation for Offer of Possession + 75 (Seventy Five) days or 30 (Thirty) days from the handover of the Unit, whichever is earlier.
- (ii) The Maintenance Charges + GST after the expiry of the afore stated period of 12 months shall be paid by the Allottee directly to the maintenance agency appointed by the Promoter/association of allottees. Similarly, the Allottee(s) shall also be responsible to pay applicable taxes and charges with respect to the Unit post the issuance of offer of possession.
- (iii) The administrative charges for registration of this Agreement and the Conveyance Deed in favour of the Allottee(s) shall be paid extra by the Allottee(s) as and when demanded by the Promoter.
- (iv) Earnest Money shall mean 10% of the total price of the said Unit.

- (v) Holding charges shall be calculated at the rate of Rs. ____ Per sq. ft. per month on carpet area.

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES IN PHASE __ OF THE PROJECT

[Detailed List to be provided of all the amenities and facilities being developed under this Phase]

SCHEDULE F

MEMBERSHIP APPLICATION FORM

Date: _____

Name:

Address:

The Secretary

The ____ Apartment Owners Welfare Association

Sector ____ Gurgaon

Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into an Agreement with Emaar India Limited to purchase a residential unit bearing no. [•] situated in block/Sector [•], in the Project known as "_____".

I/We request to be enrolled as member of ____ Apartment Owners Welfare Association and I/we herewith remit a sum of Rs. _____/- (Rupees ____ Only) through cash/cheque bearing no. [•] dated _____ drawn on _____ bank, towards entrance fee (non-refundable) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish us with a copy of the by-laws of the owners association. We request you to kindly keep me/us informed of the activities of the association from time to time.

Thanking You

Yours Sincerely

(_____)

Member

SCHEDULE G

LIST OF COMMON AREAS OF THE PHASE __ OF THE PROJECT

1. [Detailed list to be provided]

SCHEDULE 'H'

AREA SCHEDULE OF SAID LAND

[To be provided]

FOR NECESSARY ENDORSEMENT