

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

The allotment and sale of a Residential Plot bearing No. [•] in the project “Marbella Terraces” situated in revenue estate of village Maidawas, Sector 65-66, Gurugram-Manesar Urban Complex, District Gurugram, Haryana over land admeasuring 20.24225 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. Witnesses signatures are mandatory on the relevant page.
5. 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.
6. 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** - **Maidawas, Sector 65-66, Gurugram-
Manesar Urban Complex**
3. **Tehsil** - **[]**
4. **District** - **Gurugram**
5. **Area** - **[•] Sq. Mtrs. ([•] Sq. Yds.)**
6. **Sale Consideration** - **Rs. [•]/-**
7. **Stamp Duty** -
8. **Stamp Certificate No. /Date** -
9. **Stamp GRN** -
10. **Project Type** - **Residential Plotted colony**
11. **Plot No** - **[•]**
12. **Plot Type** - **Residential**
13. **Property Address** - **Marbella Terraces, Sector 65-66, 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

(i) M/s. Active Promoters Pvt. Ltd. [CIN: U45201DL2004PTC128384] [PAN: AECA9956G], (ii) M/s. Fluff Projects Pvt. Ltd. [CIN: U45200DL2006PTC156937] [PAN: AABCF0576C], (iii) M/s. Fondant Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157275] [PAN: AABCF0549B], (iv) M/s. Foray Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157512] [PAN: AABCF3447L], (v) M/s. Fount Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157505] [PAN: AABCF0552C], (vi) M/s. Foyer Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157509] [PAN: AABCF0555F], (vii) M/s. Frond Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157566] [PAN: AABCF0553D], (viii) M/s. Froth Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157991] [PAN: AABCF0554E], (ix) M/s. Gadget Propbuild Pvt. Ltd. [CIN: U45200DL2006PTC157107] [PAN: AACCG7648F], (x) M/s. Garnet Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC158036] [PAN: AACCG7740E], (xi) M/s. Gems Buildcon Pvt. Ltd. [CIN: U45201DL2005PTC138135] [PAN: AACCG3943M], (xii) M/s. Glade Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157826] [PAN: AACCG7733K], (xiii) M/s. Jive Propbuild Pvt. Ltd. [CIN: U45200DL2007PTC157920] [PAN: AABCJ7909F], (xiv) M/s. Kamdhenu Projects Pvt. Ltd. [CIN: U70102DL2006PTC149136] [PAN: AADCK2169A], (xv) M/s. Logical Developers Pvt. Ltd. [CIN: U45201DL2004PTC128388] [PAN: AABCL0432H], (xvi) M/s. Modular Estates Pvt. Ltd. [CIN: U45201DL2006PTC147838] [PAN: AAECM6003E], (xvii) M/s. Monarch Projects Pvt. Ltd. [CIN: U45201DL2006PTC147466] [PAN: AAECM5871C], (xviii) M/s. Nayas Projects Pvt. Ltd. [CIN: U70101DL2006PTC148774] [PAN: AACCN3019R], (xix) M/s. Rudraksha Realtors Pvt. Ltd. [CIN: U45201DL2006PTC147471] [PAN: AADCR2474D], (xx) M/s. Sonex Projects Pvt. Ltd. [CIN: U74899DL2005PTC138134] [PAN: AAJCS2241M], (xxi) M/s. Tanmay Developers Pvt. Ltd. [CIN: U70109DL2006PTC150818] [PAN: AACCT4762F], (xxii) M/s. Toff Builders Pvt. Ltd. [CIN: U70109DL2006PTC149645] [PAN: AACCT4815H], Metroline (Shivpuri) Estates Pvt. Ltd. [CIN: U70102DL2007PTC165930] [PAN: AAFCM1952P], each a company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi - 110017, acting through their Authorized Signatory vide Board Resolutions each dated _____, **Aspirant Builders Pvt. Ltd.** [CIN: _____] [PAN: _____], company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at



_____ acting through its Authorised Signatory via Board Resolution dated _____, along with other individual landowners including **Mr. Adhesh Tyagi** and **Mrs. Kiran Tyagi**, acting through their Authorized Signatory vide Power of Attorney dated _____, and Sh. Om Prakash, Sh. Ved Prakash, Sh. Anil, Sh. Munesh Kumar, Sh. Antesh Kumar, Ms. Prerna, Sh. Siddharth, Ms. Saloni, acting through their Authorized Signatory vide Power of Attorney dated _____,

hereinafter collectively referred to as the "**Landowners**", which expression shall, where the context so admits, include their successors-in-interest and permitted assigns and have duly authorized Emaar India Limited 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

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(s)**", (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 **THIRD PART**.

The **Promoter, Landowners and Allottee(s)** 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; and
- (d) **“Section”** means a Section of the Act.

WHEREAS:

- A. Landowners and Promoter, collectively are the absolute, sole and lawful owner of the land, totally admeasuring 114.419 acres (Approx.) situated in the revenue estate of village Maidawas, Sector 65-66, Gurugram – Manesar Urban Complex, District Gurugram, Haryana, India. The Promoter has entered into various collaboration agreements with the Landowners, and pursuant thereto, the Landowners along with other entities were granted by the Director, Town and Country Planning, Haryana (**“DTCP”**), - (i) License no. 97 of 2010 dated 18.11.2010 bearing endorsement no. LC-2169-B/DS(R)-2010/6341, (ii) License No. 41 of 2011 dated 03.05.2011 bearing endorsement no. DSR-LC-2169-B/2011/5839, (iii) License No. 101 of 2023 dated 06.05.2023 bearing endorsement no. LC-2169-O-JE(DS)-2023/13638, and (iv) License No. 265 of 2025 dated 31.12.2025 bearing endorsement no. LC-2169-Q-III/JE(RK)/2025/50102, for setting up of a residential plotted colony on the land admeasuring 114.419 acres (Approx.), hereinafter referred to as **Licensed Land**. The Promoter is constructing and developing the residential plotted colony on the Licensed Land in a phased manner in accordance with the revised phasing plan bearing Memo No. LC-2169-Q/PA(DK)/2026/10237 dated 20.03.2026 and layout plan bearing DRG. No. DTCP 12095 dated 23.04.2026 and accordingly, the Promoter is now developing Phase 5 of the residential plotted colony on land parcel admeasuring 20.24225 acres out of the said Licensed Land, as detailed in **Schedule-___** (hereinafter referred to as **“Said Land”**) under the name and style of **‘Marbella Terraces’** (hereinafter referred to as the **“Project”**).
- 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 developed 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 no. _____. Further DTCP has approved layout of the Project *vide* Memo No. _____ dated _____, and approved zoning plan of the Project *vide* Memo No. _____ dated _____.
- D. The Promoter has obtained approval on the phasing plan, layout plan, zoning plan, site 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 the said Project being developed on the Said Land under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on [•] under Registration No. [•] of 2026 bearing reference number [•];



- F. The Allottee(s) had applied for a residential plot in the Project vide Application No. [•] dated [•] and has been allotted Plot No. [•], having Area of [•] sq. mtr, 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 “Plot”), more particularly described in **Schedule _** and site plan of Plot mentioned in **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 Plot for residential purpose 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 Plot for residential purpose as specified in **Recital F**.
- 1.2 The Total Price for the Plot, based on the total area @ **Rs. [•]/- per square meter is Rs. [•] (Rupees [•] Only)** (“Total Price”).

| | |
|--------------------------------|--|
| Plot No. [•] | Rate of Plot per square meter: Rs. [•]/- |
| Type: Residential | |
| 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 Plot;
- (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 of the Project(s) paid/payable by the Promoter up to the date of handing over the possession of the Plot 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 Plot includes recovery of price of land, development of not only of the Plot, but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electrical connectivity to the feeder pillar/ meter board panel associated with the Plot, Domestic and Flushing water line and Sewerage, Storm lines-all tapping points till front of the plot. Maintenance charges as per Clause 11 includes cost for providing all the common area facilities, amenities and specifications to be provided to the Plot front edge/ boundary 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 C ("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 plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected), 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 area of a Plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area along with essential services [as mandated by Rules and Regulation of competent authority] is complete. The Promoter shall inform the Allottee(s) about any details of the changes, if any, in the area. The Total Price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 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 area, which is not more than five percent of the area of the plot, 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 C**. All these monetary adjustments shall be made at the same rate per square meter 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 Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot for residential purpose only.
- (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 completion certificate/part completion 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 Plot.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Plot 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 Plot 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 Plot 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 Plot as prescribed in the Payment Plan [**Schedule C**] 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 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 C**] 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 Plot for residential usage, 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 Plot, 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 Plot 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 / site plan, specifications, amenities, facilities, etc. depicted in the agreement / website (as the case may be) regarding the Project(s) where the said Plot is located and has accepted the 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. as applicable. 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 PLOT:

7.1 Schedule for possession of the said Plot -

- (i) The Promoter agrees and understands that timely delivery of possession of the Plot 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 Plot 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 Plot.
- (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 Plot -

The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the Plot ("**Intimation of Possession**") within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

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 a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development for residential usage 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 Plot for residential usage-

- (i) Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee(s) shall take possession of the Plot 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 Plot 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 approved Zoning-cum-Demarcation Plan/ provision of the services by the colonizer/ Promoter, duly certifying/ part completion, in



respect of a plotted colony, as the case may be and handing over the physical possession of the Plot for residential usage 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 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, 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 Plot-

- (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 Plot, 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 Plot, which shall be paid by the Promoter to the Allottee(s) within 90 (ninety) days of it becoming due, subject to adjustment of the amounts due from the Allottee(s).

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), as well as for the Plot 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), as well as for the Plot 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 Plot 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 Plot 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 Plot 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 Plot 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 possession of the Plot 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 purposes of Plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the Promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;
- (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 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 Plot, 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 Plot, 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/in this Agreement continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot, 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 PLOT:

- (i) The Promoter on receipt of Total Price of the Plot as per 1.2, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the Plot for which possession is granted to the Allottee(s).

Provided that, the Plot 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 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 part completion / completion certificate. The cost of such maintenance has been included in the Total Price of the Plot.

In case, the Association of Allottees/competent authority, as the case may be, 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 PLOT 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 PLOT:

15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, as applicable, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, 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 Plot 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 Project 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 Plot or place any heavy material in the common passages or staircases within the Project. 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 Plot for residential usage.

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 Plot for residential purpose only 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 layout plan, demarcation-cum-zoning plan, sanctioned plan and specifications, amenities and facilities have 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 Plot 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 Plot.

19. APARTMENT OWNERSHIP ACT (IF APPLICABLE) 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 (if applicable) 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 RERA Registration No. _____ |
|------------|---|



| | |
|-----|---|
| (b) | Environmental clearance bearing No. EC Identification No. EC23B039HR185142 dated 08.12.2023 valid upto 07.12.2033 |
| (c) | Approved zoning plan bearing No. DRG No. DTCP-12096 dated 23.04.2026 |
| (d) | Approved phasing plan bearing Memo No. LC-2169-Q/PA(DK)/2026/10237 dated 20.03.2026 |
| (e) | Approved Layout plan bearing DRG. No. DTCP 12095 dated 23.04.2026 |

20. BINDING EFFECT

20.1 By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee(s) 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(s). Secondly, the Allottee(s) 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(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) 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(s) for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee(s), the application of the Allottee(s) 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 Plot.

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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot in case of a transfer, as the said obligations go along with the Plot, 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 C**] 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 of the Plot for residential usage bears to the Area of all the plots 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, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Plot, as the case may be, prior to the execution and registration of this Agreement for Sale for the Plot, 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 PLOT FOR RESIDENTIAL USAGE

SCHEDULE B- SITE PLAN OF THE PLOT

SCHEDULE C- PRICING AND PAYMENT PLAN

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

SCHEDULE E - AREA SCHEDULE OF SAID LAND



SCHEDULE 'A'

DESCRIPTION OF THE PLOT

| | | |
|---------------------------|----------|--------------------------|
| Project Name | : | MARBELLA TERRACES |
| Type of Plot | : | RESIDENTIAL |
| Plot No. | : | [•] |
| Area (in sq. mtrs) | : | [•] |



SCHEDULE - 'B'

SITE PLAN OF THE PLOT

***NOTE:** The Allottee understands that the location of electrical light poles/ Feeder pillars/ Meter Board Panels/ other substation components etc. may be at the front or adjacent to the Plot and the Allottee shall not have any objection(s) to the same.



SCHEDULE 'C'

PRICING AND PAYMENT PLAN

| | |
|------------------------|-------------------|
| Ref No | |
| Booking Date | |
| Customer Number | |
| Customer Name | |
| Project | MARBELLA TERRACES |
| Plot No | |

TOTAL PRICE OF THE PROPERTY

| Charge Type | Value | Discount | Total | GST* | Total Amount |
|--------------------|-------|----------|-------|------|--------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total (INR) | | | | | |

taxes extra as applicable

SCHEDULE OF PAYMENT

| S No | Milestone | Amt (Rs / %) |
|------|---|--|
| 1 | On Booking | Rs 20 lakhs |
| 2 | Within 30 Days of booking | 9.5% of unit price and EDC/IDC less booking amount |
| 3 | Within 60 Days of booking subject to the registration of Agreement for Sale | 10.5% of unit price and EDC/IDC |
| 4 | Within 120 Days of booking | 10% of unit price and EDC/IDC |
| 5 | On commencement of Electrical work | 15% of unit price and EDC/IDC |
| 6 | On commencement of Internal Road work | 10% of unit price and EDC/IDC |
| 7 | On commencement of STP civil work | 15% of unit price and EDC/IDC |
| 8 | Completion of Internal Road work | 10% of unit price and EDC/IDC |
| 9 | On Service Completion | 10% of unit price and EDC/IDC |



| | | |
|----|-----------------------------|--|
| 10 | On Intimation of Possession | 10% of unit price and EDC/IDC +100% IFMS +100% CAM Charges. |
|----|-----------------------------|--|

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 Plot, 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 Plot 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 Plot.
- (v) Holding charges shall be calculated at the rate of Rs. ____ Per sq. yds. per month on area.
- (vi) The Promoter may develop a club house on the Licensed Land as part of future development in subsequent phases. In this regard, the Allottee shall have the option to avail membership of such club, subject to separate charges, as and when intimated to the Allottee.



SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES OF THE PROJECT

- Green Areas
- Infrastructure Services- STP, Water tanks/ supply, Electrical Infrastructure, Sewerage and Storm lines, Garbage handling area



SCHEDULE 'E'

AREA SCHEDULE OF SAID LAND (PHASE 5)



FOR NECESSARY ENDORSEMENT