

This Builder Buyer Agreement (“Agreement”) is being executed at Gurugram on this ___th day of __, _/___

By and Between

M/s Zaksaces & Interiors Private Limited (CIN No. U70100DL2017PTC323195) a company incorporated under the provisions of the Companies Act, 2013, having its registered and corporate office at 161/1C, W-3, Western Avenue Lane Sainik Farms , Delhi, Delhi, India - 110062 (PAN–AABCZ1247J) represented by its authorized signatory (Aadhar no.....) authorized vide board resolution dated hereinafter referred to as the “Promoter/Developer/Company” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

AND

1. _____ S / W / o _____ Nationality _____ Date of Birth _____ Age _____ Profession _____
_____ Aadhaar Number _____ PAN _____ Email _____ Tel. No. _____
_____ Mobile _____ Permanent Address. _____

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

The Developer and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a “Party”.

DEFINITIONS:

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

“Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"Apartment Act" means the Haryana Apartment Ownership Act 1983 and the Rules and/or any other statutory enactment or modifications thereof.

“Earnest Money” means 10% of Total Price received from the Allottee(s).

"Builder Buyer Agreement" means this Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Apartment and/or the Parking Space(s) in the Said Complex, executed by the Allottee(s) and Developer.

“Common Areas and Facilities” means such common areas and facilities within the Said Building/Said Complex earmarked for common use of all the Allottee(s), and shall be clearly defined by the Developer in the Deed of Declaration to be filed under the Haryana Apartment Ownership Act and Rules framed therein.

"Developer/Promoter" M/s Zaksaces & Interiors Private Limited.

“Carpet Area” shall mean net usable floor area of the Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

“Conveyance Deed” means the Deed of Conveyance which shall convey title of the Said Apartment in favour of the Allottee(s) in accordance with this Agreement.

“Declaration” shall mean the Deed of Declaration (including any amended Declaration) to be filed under the Apartment Act, with the competent authority, with regard to the Said Apartment /Said Building/Said Complex.

“Escrow Account” shall mean and imply a separate account maintained by the Developer as per requirement of Section 4(2)(l)(D) of the Act.

“External Development Charges” (EDC) means the charges levied or leviable on the Said Complex/ Said Land (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the regular development of the real estate project, which shall include but not be limited to:

1. acts of God i.e. fire, drought, flood, cyclone, earthquake, epidemics, natural disasters or nay other calamity caused by nature;
2. explosions or accidents, air crashes and shipwrecks;
3. strikes or lock outs, industrial dispute;
4. non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
5. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
6. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
7. any legislation, order or rule or regulation made or issued by the Government or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Building / Said Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
8. any event or circumstances analogous to the foregoing.

“Governmental Authority” or **“Governmental Authorities”** or **“Statutory Authority”** shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Complex/ Said Building is situated;

“IFMS” means the Interest Free Maintenance Security to be paid by the Allottee(s) for the maintenance and upkeep of the Said Complex/ Said Building to be paid as per the Schedule of payments / Maintenance Agreement to the Developer or RWA / nominated Maintenance Agency.

“Infrastructure Development Charges (IDC)” shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;

“Maintenance Agency” means the Developer, its nominee(s) or Association of Unit Allottees or such other agency/ body/ Developer to whom the Developer may handover the upkeep and maintenance of the Complex and who shall be

responsible for carrying out the maintenance of the Said Complex/ Said Building.

“Maintenance Agreement” means the maintenance agreement executed by the Allottee(s) and Maintenance Agency.

“Maintenance Charges” shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Said Building/Said Complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Apartment /Said Building/Said Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

“Non-Refundable Amounts” means the interest paid or payable on delayed payments by the Allottee(s), brokerage/discounts paid/payable by the Developer, taxes paid/payable by the Allottee(s) if any, etc.

“Parking Space(s)” means Basement / Stilt / Open / back to back car parking spaces(s) in the Said Building / Said Complex, the exclusive right to use in respect of which space is granted by the Company to the Applicant / allottee, as the case may be, as mentioned in this Application.

“Preferential Location Charges (PLC)” means charges for the preferential location attribute(s) of the Said Apartment.

“RERA” means the Real Estate (Regulation and Development) Act 2016 and the Rules and/or any other statutory enactment or modifications thereof.

“Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;

“Said Building” means the tower/building in the Said Complex in which the Said Apartment will be located.

“Said Complex” means the residential independent floors namely **“Ivory Arches”** situated in Vatika India Next-II, Sector 88B, District Gurgaon, Haryana along with other amenities and facilities and any other building, amenities and facilities as may be developed in the Complex by the Developer in terms of the sanctions and approvals by Statutory Authorities.

“Said Land/Project Land” means the land admeasuring about 0.1384 acres situated in Vatika India Next-II, Sector 88B, District Gurgaon, Haryana on which the Said Complex is being developed.

“Said Apartment” means Apartment allotted to the Allottee(s) and/or an exclusive use of Parking Space(s), details of which have been set out in clause 1.1 of this Agreement, and the tentative specifications of the same given in **Annexure –B**.

“Super area” shall be sum of Carpet Area of the Said Apartment and its pro rata share of common areas in the said building in which the Said Apartment is located. It is specifically made clear that the computation of Super area shall not include the terraces of the Said Building/Complex, and all areas specifically excluded by the Developer from the scope of the Common Areas. It is further clarified that the Carpet area mentioned, if anywhere, in the present agreement is tentative and that the inclusion of common areas, for the purpose of calculating Super area shall not give any right, title or interest in the Common Areas to the Allottee(s) and/or the owners/occupants of other parts of the Said Building/complex except for the right to use of Common Areas by sharing with other owners/occupants in the Said Building/complex subject to timely payment of maintenance charges. Super area as computed/calculated by the Developer shall be final and binding.

“Taxes and Cesses” shall mean any and all taxes payable by the Developer and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, Goods and Service Tax, educational cess, worker’s welfare cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Apartment /Said Complex, now or in future.

“Total Price” of Apartment shall have the same meaning ascribed to it under Clause 1.1

WHEREAS:

- A. The Promoter is the absolute and lawful owner of plot no. E-31/24, H-40/22, J-12/24 admeasuring 190.6 sq. mtr., 150.88 sq. mtr., 218.79 sq. mtr. respectively, collectively measuring approx. 0.1384 acres situated at Vatika India Next-II, Sector 88B, District Gurgaon, Haryana, details of which are specifically mentioned in the conveyance deed registration bearing no. _____, _____, _____ dated _____, _____, _____ respectively.
- B. **License:** The Developer obtained License No. 254 of 2023 dated 17/11/2023 from Director, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as DTCP) for developing a residential Residential Independent Floors on the Said Land.
- C. The Developer also obtained approval of Zoning Plan for the said Land from DTCP vide approval Memo No. DTCP_10270 dated 12/06/2024. The Building Plans of the Complex were approved by the Town and Country Planning Department in part vide Memo No. Memo. No. HBPAS/1878/2025 Dated 25-04-2025, Memo. No. HBPAS/1880/2025 Dated 16-04-2025, Memo. No. HBPAS/1855/2025 Dated 14-04-2025.
- D. The Developer has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory and has received Registration No. ----- of ----- of -----.
- E. **The Said Land/Project Land:** The Developer is developing a residential Residential Independent Floors known as **“Ivory Arches”** (hereinafter referred as the **“Said Complex”**) on the Said Project land admeasuring 0.1384 acres situated in Vatika India Next-II, Sector 88B, District Gurgaon, Haryana.
- F. The Allottee(s) further represents as under:
- i. The Allottee(s) had applied for an Apartment in the Complex vide application dated _____ and has been allotted Apartment bearing no. _____ having Carpet area of _____ in Ivory Arches along with ___ parking(s) 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 “Apartment” more particularly described in Schedule A and the Floor plan of the Unit(Apartment) is annexed hereto and marked as Schedule B);
 - ii. The Allottee(s) has inspected and having satisfied themselves/ himself with the facts as stated aforesaid that is the ownership records and documents relating to the title of the aforesaid Residential Independent Floors **“Ivory Arches”**, sanctioned building plans, the permits/licenses/consents for construction of the Residential Independent Floors known as **“Ivory Arches”** and its conformity with the agreed drawings, designs & specifications, no-objection certificate(s) of the Fire Department, Airport Authority of India, for the said Residential Independent Floors “ Ivory Arches”, the legal rights, title, competency & authority of the Developer to sell the aforesaid Apartment. The Allottee(s) have thoroughly satisfied himself/themselves with regard to the rights, title, competency, and authority of the Developer to enter into/execute and the present Agreement.
 - iii. The Allottee(s) acknowledges that the Developer has provided all the information and clarifications as required by the Allottee(s) and that the Allottee(s) is fully satisfied with the same and the Allottee(s) has relied on his own judgment and investigation in deciding to apply for allotment of the Said Apartment and has not relied upon and/or is not influenced by any architect’s plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Developer, or any selling agents/sales organizers/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Apartment /Said Building/ Said Complex. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self-contained and complete in itself in all respects.
 - iv. The Allottee(s) has gone through all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige, with a sense of pride and exclusivity of the Said Complex and it is because of this reason that the Allottee(s) is investing in the Said Apartment. The Allottee(s) has assured the Developer that in his/her/its judgment that such exclusivity would enhance goodwill and prestige of their Complex and as such, the Allottee(s) is/are fully satisfied with the

purpose/objective of incorporating these conditions. The Allottee(s) also confirms that the Allottee(s) has chosen to invest in the Said Apartment after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of National Capital Region and the Allottee(s) finds that the Said Apartment is suitable for the Allottee(s)' use, and therefore, have voluntarily approached the Developer for allotment of the Said Apartment in the Said Complex.

- v. The Allottee(s) hereby confirms to the Developer that the Allottee(s) is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Building / Said Complex and the terms and conditions contained in this Agreement and the Allottee(s) has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.

G. The Developer relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith the Application to allot the Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

H. 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;

I. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Said Apartment along with parking.

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 In accordance with and subject to the terms and conditions set out in this Agreement, the Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Apartment **bearing No. _____** having Carpet area of _____ **square feet** **__th Floor** in ___ along with ___ parking(s) at **Ivory Arches** and right in the common areas ("Common Areas") as define under Rule 2(1)(f) of Rules, 2017 of the residential Residential Independent Floors named and styled as Ivory Arches being developed in Vatika India Next-II, Sector 88B, District Gurgaon, Haryana for a Total Price of **Rs. _____ /- (Rupees _____ Only)**

The Total Price of the Apartment has been derived as per Annexure A.

The earmarked use of the Said Apartment shall be residential.

The Allottee(s) agrees and undertakes to pay the above mentioned Total Price as per the Payment Plan annexed herewith as Annexure A. Further, any revision in EDC, IDC/Statutory Charges, Taxes, GST, any other taxes/government levies etc. shall be communicated and shall be charged as applicable from time to time as per the applicable rate. In addition to the above the Allottee(s) shall be liable to pay Interest Free Maintenance Security (IFMS), property tax/s, applicable stamp duty charges and miscellaneous charges towards registration of Conveyance Deed, Common Area Maintenance Charges and Electricity (security) Deposit etc.

Explanation:

- i. The Developer shall periodically intimate in writing to the Allottee(s), the amount payable as stated in 1.1 above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer 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;

- ii. The Total Price of Apartment for Residential alongwith parking (if applicable) includes recovery of price of land, development/construction of not only of the Apartment 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.
 - iii. The Allottee(s) understands that the government can change the policies/rules/regulations which may be retrospective, causing additional cost burden over the Developer. In such eventuality, the Allottee(s) agrees to pay such amount(s) to the Developer, in addition to the Total Price, as may be demanded by Developer.
 - iv. In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:
 - i. Maintenance Charges for the Facilities maintenance at the rate as may be specified by the Promoter or the Maintenance Service Agency(MSA) as the case may be;
 - ii. Interest free Maintenance Security Deposit (IFMSD) for an amount of Rs. ____ (Rupees Only);
- 1.2 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase or levy of EDC/IDC in whatever name or form payable to any Statutory Authority and, any other increase in charges which may be levied or imposed by any Statutory Authority from time to time or due increase in Carpet Area. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase or levy in EDC/IDC in whatever name or form, cost/ charges/ fees/ levies etc. imposed by any Statutory Authority or due to increase in Carpet Area, including such increases with retrospective effects, the Developer shall enclose wherever possible the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which the Allottee(s) agrees to pay without any demur, objections and protest. In case of increase in Carpet Area the Developer shall be obligated to send a demand notice stating the increase in the area along with the amount payable by the Allottee(s).
- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in Annexure A (“Payment Plan”).
- 1.4 It is agreed that the Developer shall not make any major additions and alterations in the sanctioned building plans, layout/ demarcation-cum-zoning plans and specifications and the nature of fixtures, fittings and amenities described herein at Annexure B (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Said Apartment, or Said Building, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made there under or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Developer 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 there under or as per approvals/ instructions/ guidelines of the Statutory Authority(ies) or such changes as may be required to make the enjoyment of the Said Project/Complex comfortable and convenient for the Allottee(s)/occupants/users at large. The Allottee(s) agrees and undertakes not to agitate or release any dispute individually or collectively with other Allottee(s) of the Said Complex in case the Developer varies/alters /modifies any specifications with respect to the Said Project/Complex or part thereof, with an intention to carry out such modifications/alteration/variations as per applicable law and/or prudent industry practice which are reasonable and justified and do not cause any prejudice to the rights and interests of the Allottee(s).
- 1.5 The Developer shall endeavor that Carpet Area which has been allotted to the Allottee(s) should be similar to the constructed Said Apartment. In case of changes in the Carpet Area of the Said Apartment, the total price payable for the Carpet Area shall be recalculated by the Developer which shall be refunded by the Developer or paid by the Allottee(s) in case the Carpet Area decreases or increases as the case may be. If there is reduction in the Carpet Area then the Developer shall refund the excess money paid by Allottee(s) 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 Carpet Area, which is not more than five percent of the Carpet Area of the Said Apartment, allotted to the Allottee(s), the Developer may

demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Annexure A**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.1 of this Agreement and the Payment Plan Annexed herewith as **Annexure A**.

1.6 Subject to Para 9.3 the Developer agrees and acknowledges, the Allottee(s) shall have the right to the Said Apartment along with parking as mentioned below:

- i. The Allottee(s) shall have exclusive ownership of the Said Apartment;
- ii. The Allottee(s) shall have the right to exclusive use but not to title to the allotted parking space, if any;
- iii. The Allottee(s) shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State but it does not confer any exclusive title or interest in any of the common areas to the Allottee(s).
- iv. The share/interest of Allottee(s) in the common areas cannot be divided or separated. However, such general commonly used areas and facilities earmarked for common use of all the Allottee(s) shall not include the exclusive reserved car parking spaces/ open car parking and in basements individually allotted to the Allottee(s) of other Apartments in the said complex for their exclusive use. The Allottee(s) further understands that the Lift Lobby, terraces (unless specifically allotted to the Allottee(s)), roof etc., are specifically excluded from the scope of this Agreement and the Allottee(s) shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. The Allottee(s) has not paid any money for use or ownership in respect of such areas, facilities and amenities. The Allottee(s) agrees that the ownership of such areas, facilities and amenities shall vest solely with the Developer and their usage and manner/ method of use shall be at the sole discretion of the Developer. The Developer as the owner of such areas, facilities and amenities shall have the sole right and absolute authority to deal in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease or any other mode which the Developer may deem fit at its sole discretion. 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 Developer shall hand over the common areas to the association of Allottee's/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State; the percentage share of use of the Allottee(s) in common areas and undivided proportionate share of the Allottee(s) therein shall be specified by the Developer in the deed of declaration to be filed under the Apartment Act by the Developer.
- v. Subject to prior intimation and consent by the Developer, the Allottee(s) has the right to visit the Said Complex to assess the extent of development of the Said Complex and his/her/their/its Apartment. The Allottee(s) agrees and undertakes to follow the safety guidelines of the Developer including proper documentation, required at the time of the visit. The Developer shall not be held responsible/accountable for any loss or damage which may be suffered by the Allottee(s) in case of any accident / mishappening, that may occur/happen to the Allottee(s) at the time of such visit. Any visit by the Allottee(s) at the Said Complex site without prior intimation and permission by the Developer, shall not give suo motto rights onto the Allottee(s) to make such visits. The Developer may deny entry rights to the Said Complex to the Allottee(s) in case such visit is without permission.

1.7 The Allottee(s) has paid/shall pay a sum of _____/- (**Rupees _____ Only**) as booking amount being part payment towards the Total Price of the Said Apartment along with parking; the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Said Apartment along with parking as prescribed in the Payment Plan annexed as Annexure A, as may be

demanded by the Developer within the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017. The Allottee(s) will also be liable for the expense, including interest cost associated with the GST deposited by the Developer subsequent to his raising the invoice but not receiving the said payment in time.

- 1.8 The Allottee(s) understands that the Parking Space(s), if allotted to him/them/it for exclusive usage, shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. All clauses of the Agreement pertaining to allotment, possession, etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Allottee(s) agrees that Parking Space(s) allotted to the Allottee(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the Declaration which may be filed by the Developer under the Haryana Apartment Ownership Act.
- 1.9 That the Allottee(s) agrees that the exclusive reserved covered parking space(s) assigned to him/her is meant to be utilized by the Allottee(s) for parking light motorized vehicles only at such designated place in the Said Complex. It is agreed and understood by the Allottee(s) that he/she has right to use such car parking space and has no ownership rights over such space. The Allottee(s) undertakes to park his/ her vehicle in the parking space allotted to him/ her and not anywhere else in the said Residential Independent Floors. It is specifically made clear and the Allottee(s) agrees that the basement and other areas in the Residential Independent Floors reserved for services, maintenance staff etc. shall not be used for parking vehicles.
- 1.10 In case upon request of the Allottee(s), the Developer enhances the specifications of the Said Complex/ Said Apartment and or provides additional specifications/ amenities and facilities over and about the specifications mentioned in Annexure B, the Developer shall be entitled to raise such demands of such additional amounts for such additional services/specifications/ communities/facilities in the Said Apartment/ Said Complex, to the Allottee(s), as additional costs/charges over and above the total consideration, and the Allottee(s) shall be bound to pay the same to the Developer as per the demands raised by the Developer, without any delay, demur and protest.
- 1.11 In case the Developer is required to make any additional provisions for any additional/specific provisions of certain specifications for in relation to the apartments and/or for any additional features and services that the Said Complex (including but not limited to installation are making provision for alternate source of generation/distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which result from any directive/instructions of the competent authority under prevailing laws (but not occasioned due to any default of the Developer), the Developer shall be entitled to raise such demands of such additional amounts for such additional services/specifications/communities/facilities to the Allottee(s), as additional costs/charges over and above the Total Prices, and the Allottee(s) shall be bound to pay the same to the Developer as per the demands raised by the Developer, without any delay, demur and protest.
- 1.12 The Allottee(s) agrees and understand that the Total Price mentioned in this Agreement is inclusive of cost of providing the firefighting equipment in the common areas as provided in the existing fire-fighting code/regulations. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Developer or any of its nominees, additional fire safety measures

are undertaken, then the Allottee(s) agrees to pay the additional expenditure incurred thereon by the Developer on a pro rata basis along with other allottee(s) as determined by the Developer.

- 1.13 Power backup-That the Developer shall install equipment/DG sets for Power back-up in the said Complex. An undertaking with regard to the said Power back-up facility may be demanded and shall be provided by the Allottee(s) at the time of offer of possession. Further the said power back-up facility is an additional feature and the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on the part of the Maintenance Agency / Association of Apartment Owners/any other Developer or body providing the same, to continue to provide the same. The said Power Backup Facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency in providing the same. That the Allottee(s) agrees and undertakes not to claim any loss or damage, whether direct or consequential, from the Developer/ Maintenance Agency/ any other body providing the same, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer/ Maintenance Agency/ any other body providing the same.
- 1.14 The Allottee(s) further agrees and understands that Total Price mentioned in this agreement is inclusive of cost of providing electrical connection from the connection provided inside the Said Complex till the electrical meter installed on the floor on which the said Apartment is located.
- 1.15 Open Space On The Rooftop: The Developer/Maintenance Agency reserves the right to use any part of the roof top / terraces above the top floor of the Group Housing Colony/Project for installation and operation of antenna, satellite dishes, communication towers, or other equipment / v-sat link equipment / tower / other communication equipment or to use for advertisement purposes as per the applicable law and the Allottee(s) agrees that he/she/it shall not object to the same and make any claims on this account.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of this Agreement and the Developer abiding by the construction/ development milestones, the Allottee(s) shall make all payments, on written intimation by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft/ bankers cheque or online payment in to the account maintained by the Developer.
- 2.2 The Allottee(s) may obtain finance from any financial institution / bank or any other source but the Allottee(s) obligation to purchase the Said Apartment pursuant to this Agreement is not to be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has been able to obtain financing for the purchase of the Said Apartment. The Allottee(s) shall, regardless of any financing, remain bound under this agreement for fulfilling all obligations relating to the payments of old dues relating to the Said Apartment. The Allottee(s) is conscious and aware that the Developer shall not be bound by any obligation whatsoever to make any financial arrangements for the Allottee(s) and the Allottee(s) shall not omit, ignore, withhold or

fail to make payments to the Developer in accordance with the payment plan on the grounds of non-availability, rejection, delay or delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever. In case of delay or failure on part of the Allottee(s) to make timely payments due to the Developer, the Developer shall have the right to exercise all rights and remedies as available to it under the applicable laws.

- 2.3 It is agreed between the parties that in case the Allottee(s) avails any financial assistance from any bank/financial institution, the conveyance deed shall be executed in favour of the Allottee(s) only after receipt of no objection from such bank/financial institution.
- 2.4 The Allottee(s) shall be responsible for the payment of below mentioned taxes from the date of handing over of the physical possession of the Said Apartment to the Allottee(s) after obtaining the occupation certificate in relation to the project:

- a. **Property Tax:** Property Tax in respect to the Said Apartment shall be payable by the Allottee(s) to the statutory authorities. However, if assessment of the Property Tax is not meant separate for each Apartment and the consolidated demand is raised by the statutory authority in the name of the Developer, in that event, the Allottee(s) undertakes to pay proportionate share to the Developer on the basis of the area of the unit to the area of the complex within 7 days of such demand raised by the Developer.
- b. **Wealth Tax, Firefighting Tax, Cesses or any other Taxes:** The Allottee(s) agrees and undertakes to pay directly or if paid by the Developer and reimbursed to the Developer upon demand, all statutory taxes including without limitation in the form of Goods and Services Tax, Cess, House Tax, Firefighting Tax, or any other fee or tax of any nature and kind by whatever name called, whether levied only leviable now or in future, and on any other charges payable by the Allottee(s) to the Developer/Maintenance Agency or any other supplier of utilities and services in terms of this agreement, the same shall be payable by the Allottee(s) in proportion to the area of the Apartment and shall be payable immediately on demand, from the date of its applicability and the Allottee(s) agrees and undertakes to keep the Developer fully indemnified and harmless in respect of such liability. The Allottee(s) understands that the aforementioned Taxes and Cesses are only illustrative and not exhaustive.
- c. Any betterment charges, development levies, additional premium and any other sums payable to or demanded by any Government Authority over and above the Total Price as mentioned above and the registration charges, stamp duty etc. and other incidental charges and expenses in relation to registration of the above Apartment in name of the Allottee(s), shall be borne by the Allottee(s) in proportion to the area acquired under this Agreement and shall be payable immediately on demand.
- d. That further the Allottee(s) shall be liable to pay from the date of his/her application house-tax/ property-tax, fire-fighting tax or any other fee, cesses or tax as and when levied by a Local Body or Authority and so long as the Said Apartment of the Allottee(s) is not separately assessed to such Taxes, Fee or Cesses. These taxes, fees, cesses etc. shall be paid by the Allottee(s) irrespective of the fact whether the maintenance is carried out by the Developer or its Nominee or any other Body or Association of all or some of the Allottee(s) whether levied retrospective or prospective.

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 there under 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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign

Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she 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 Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Developer 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 Developer immediately and comply with all necessary formalities as specified and under the applicable laws. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/ allotment of the said Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

The Allottee(s) agrees that the developer shall adjust amounts received from the Allottee(s) first towards statutory levies and then towards interest on overdue instalments and thereafter, towards overdue instalments or any other outstanding demand and finally the balance if any would be adjusted towards the current instalments or current dues.

5. TIME IS ESSENCE:

Subject to timely payment of dues/ demands by the Allottee(s), the Developer shall abide by the time schedule for completing the Project as per timelines mentioned in registration (extensions granted from time to time to be considered) of the project with the Authority and towards handing over the Said Apartment along with parking to the Allottee(s) and the common areas to the Association of Allottee's or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The Allottee(s) shall not hold the Developer responsible for delay in offer of possession of the Apartment, in the event the Allottee(s) himself has been in default in making timely payments as per the agreed payment plan as per **Annexure A** to this agreement.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee(s) has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the Said Apartment along with parking is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the zoning plan, sanctioned drawing based on bye-laws such as Haryana Building Code, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Developer 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 Government of Haryana, and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made there under or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Developer shall constitute a material breach of the Agreement. The Allottee(s) confirms having understood that since the complex is proposed to be developed in the phase wise manner, certain facilities and services may not be available at the time of handover of the Said Apartment by the Developer and in accordance with the phase wise construction of the project the same shall be made available as the construction progresses.

7. POSSESSION OF THE APARTMENT:

- 7.1 A. **Schedule for possession of the Said Apartment:** Subject to timely payment of amounts due by the Allottee(s) to the Developer as per agreed payment plan/schedule, as given in **Annexure A** of the Agreement, the Developer agrees and understands that timely delivery of possession of the Said Apartment along with parking to the Allottee(s) and the common areas to the Association of Allottee's or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Allottee(s) agrees and undertakes not to raise any objection or refuse to take possession of the Said Apartment on any pretext whatsoever, if the possession of the Said Apartment is being offered in terms of the present agreement along with all specifications, amenities, facilities as mentioned in **Annexure B** any time prior to the committed period.

The Developer assures to hand over possession of the Said Apartment along with parking 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) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Said Apartment.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s), the amount received by the Developer from the Allottee(s) from the surplus available in the Escrow Account specifically opened for the Project. The Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. Surplus available in the Escrow Account shall mean and imply cash flow available in the Escrow Account after providing for all liabilities of the Project/Said Complex.

- B. **Procedure for taking possession of Said Apartment** - The Developer, upon obtaining the occupation certificate or part thereof of building blocks in respect of Independent Residential Floors along with parking shall offer in writing the possession of the Said Apartment within three months from the date of above approval, to the Allottee(s) to take over the physical possession of his Apartment for his occupation and use in terms of this Agreement.

Subject to all other terms of this Agreement, the Developer shall offer in writing to the Allottee(s) to take possession of the Said Apartment. The Developer shall give notice to the Allottee(s) about the date on which the Developer would be giving Possession of the Said Apartment to the Allottee(s). The Allottee(s) shall clear all his dues as per the Notice of possession. Within 30 days after clearance of all dues as per the Notice of Possession and issuance of Possession Letter by the Developer and submission of the same at site, the actual physical possession of the Said Apartment shall be handed over to the Allottee(s). The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation part of the Developer. The Developer shall provide copy (on demand) of Occupation Certificate or part thereof in respect of the Complex at the time of conveyance of the same. The Allottee(s), after taking possession, agrees to pay the holding charges as mentioned in clause 7.2 and maintenance charges as determined by the developer/maintenance agency, as the case may be. The Allottee(s) agrees that after clearance of all dues as per the notice of possession, prior to handover of possession, the Allottee(s) and Developer shall conduct a joint inspection of the Said Apartment so that in the event of any incomplete works, defects, poor workmanship therein, the same shall be attended to by the Developer. If the Allottee(s) fails to do so/or fails to assume possession of the unit within the prescribed time period, the Allottee(s) shall not be entitled to make any such claim at any point thereafter. The Allottee(s) agrees that it shall resolve complaints if any, with regard to construction or quality of workmanship of the Said Apartment which have been directly executing

by the Developer, prior to taking over of possession. The Allottee(s) further agrees and undertakes that the Developer shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Said Apartment and for which manufacturing of the said items is responsible. From the date of taking over of possession of the Said Apartment, the Allottee(s), its representatives/occupants shall be responsible for compliance of all statutory obligations including the terms of the present agreement and the provisions of the conveyance deed and the maintenance agreement executed with the Maintenance Agency.

- 7.2 **Failure of Allottee(s) to take Possession of Apartment** - Notwithstanding anything mentioned elsewhere in the present Agreement, it is agreed by the Allottee(s) that upon receiving the intimation as aforesaid in clause 7.1 above, he/she/it shall, within the time stipulated by the Developer, take over the possession of the Said Apartment by executing necessary indemnities, undertakings, maintenance agreement and/ or such other documentation as the Developer may prescribe. In the event of the Allottee's failure to take over possession as aforesaid within 30 days from the date of written intimation by the Developer offering possession, the Allottee(s) shall be liable to pay to the Developer holding charges @ Rs 5 /- per sq. ft. of the carpet area per month with effect from the date of expiry of the intimation for possession along with the applicable maintenance charges for such period and applicable taxes thereupon in respect of both the holding and Maintenance charges. Holding charges as mentioned above shall be a distinct charge not related to (and in addition to) maintenance or any other charges as provided in this Agreement. During the aforesaid period of delay, the Said Apartment shall remain at the risk of the Allottee(s) and any deterioration to it for any reason shall be to the account of the Allottee(s). If the Allottee(s) fails to pay all dues payable under the agreement and fails to take over possession of the Apartment within the aforesaid time period, the Said Apartment shall be and remain at the sole risk and cost of the Allottee(s).
- 7.3 **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Said Complex and handing over the physical possession of the Said Apartment to the Allottee(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, and common areas to the Association of Allottee(s) or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.
- 7.4 **Cancellation by Allottee(s)** – The Allottee(s) shall have the right to cancel/ withdraw his 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 Developer, the Developer herein is entitled to forfeit the Booking Amount / Earnest Money (as defined by HARERA) paid by the Allottee(s), taxes deposited to the Statutory Authority by the Developer against the Said Apartment, brokerage (if any) and interest component on delayed payments (payable by the Allottee(s) for the breach of agreement and non-payment of any dues payable to the Developer). The rate of interest payable by the Allottee(s) to the Developer 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 Developer to the Allottee(s) from the balance available in the Escrow Account specifically opened for the Project within 90 (ninety) days of such cancellation.
- 7.5 **Compensation:**– The Developer shall compensate the Allottee(s) in case of any loss caused/suffered by him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a “force majeure”, Court Orders, Government policy/ guidelines, decisions, if the Developer fails to complete or is unable to give possession of the Said Apartment along with parking.
- i. in accordance with the terms of this Agreement, duly completed by the date specified hereinabove;
or
 - ii. due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer 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 in respect of the Apartment ,

with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due. Provided that if the Allottee(s) does not intend to withdraw from the Project, the Developer 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 Apartment, which shall be paid by the Developer to the Allottee(s) within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee(s) as follows:

- i. The Developer and land owning company/ies have absolute, clear and marketable title with respect to the said Land; 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 Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. The Allottee has been informed and explained about the 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 Said Apartment being sold to the Allottee(s) are valid and subsisting and have been obtained by due process of law. Further, the Developer 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 Apartment and for common areas as provided under Rule 2(1)(f) of Rules, 2017;
- v. The Developer 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 Developer 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 Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- vii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Said Apartment along with parking 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 Rules, 2017;
- ix. The Apartment 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 Said Apartment;
- x. The Developer 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 Said Apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, and rules framed 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 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 Developer 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 Developer shall be considered under a condition of Default, in the following events:
- i. Developer fails to offer possession of the developed Apartment along with parking to the Allottee(s) within the time period specified hereinabove or fails to complete the project/Complex 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 Apartment shall be in a condition as per the 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 Developer’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 there under.
- 9.2 In case of Default by Developer under the conditions listed above, Allottee(s) is entitled to the following:
- i. Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer 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 Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Apartment, 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 the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment along with parking, which shall be paid by the Developer 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 fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
 - ii. Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Allottee(s), within such the timelines as stipulated by the Developer and in terms of the Agreement;
 - iii. Any other breach of a provision under this Agreement by the Allottee.
 - iv. In case of Default by Allottee(s) under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Developer in this regard, the Developer may at its discretion cancel the allotment of the Said Apartment along with parking in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the Booking Amount/Earnest Money(as defined by HARERA), losses on account of taxes paid, brokerage (if any) and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Developer) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier. The rate of interest payable by the Allottee(s) to the Developer shall be at the State

Bank of India highest marginal cost of lending rate plus two percent or as prescribed under the rules. On such default, the Agreement and any liability of the Developer arising out of the same shall thereupon, stand terminated and the Allottee(s) shall have no lien or claim on the Said Apartment and the Developer will be entitled to sell, convey or transfer the Said Apartment to any third party at its sole discretion. Provided that, the Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Developer on receipt of Total Price of the Apartment as per Annexure A shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the Apartment for which possession is granted to the Allottee(s). The Allottee(s) agrees to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice. The execution and registration of the conveyance deed in favour of the Allottee(s) is subject to completion of all formalities and documentation by the Allottee(s) as per the agreement. The Allottee(s) is conscious and aware that institutions and registration of conveyance deed in his favour is subject to payment of stamp duty charges/registration charges/miscellaneous charges payable by the Allottee(s) as per the agreement. In case the Allottee(s) fails to deposit the stamp duty/registration charges/miscellaneous charges within the period stipulated in the notice of possession, the Allottee(s) authorises the Developer to withhold the execution of the conveyance deed till such stamp duty charges/registration charges/miscellaneous charges are paid by the Allottee(s) to the Developer. In such cases, the Developer shall not be in any manner whatsoever deemed to be in default and all such delays shall be at the risk cost and consequences of the Allottee(s) and the Developer/Maintenance Agency shall not in any manner be held responsible or accountable for any loss/damage/claim on account of nonregistration of the conveyance deed in favour of the Allottee(s) Provided further that in order to facilitate the process of registration/execution of Conveyance Deed, before the office of Sub Registrar of Assurance, the Allottee(s) agrees to pay to the Developer the administrative charges, along with applicable taxes towards the services rendered by the Developer, as per Developer's policy and applicable Stamp duty, Registration Fees and other legal fee.

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

The Developer 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 Allottee's or competent authority, as the case may be, upon the issuance of the Occupation Certificate/ part thereof, part completion certificate/ completion certificate of the project The Allottee(s) agrees to execute Maintenance Agreement with the Maintenance Agency or any other nominee/agency or other body/association of Unit owners as may be appointed by the Developer from time to time for the maintenance and upkeep of the Said Building/ Said Complex. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Maintenance Agency/Developer reserves the right to change, modify, amend, and impose additional conditions in the Maintenance Agreement at the time of its final execution. The Maintenance Charges shall become applicable/payable from the date mentioned in the offer of possession.

The Maintenance Charges payable for the Said Apartment shall be determined by the Maintenance Agency/Developer at the time of offer of possession of the Apartment as per the prevailing rates of maintenance charges. The Allottee(s) further agrees and undertakes to pay the Maintenance Charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Said Complex, its Common Areas, utilities, equipment installed in the Said Complex and such other facilities forming part of the Complex, after taking possession/deemed possession of the Said Apartment. Further, the Allottee(s) agrees and undertakes to pay in advance, along with the last instalment specified under Payment Plan, advance maintenance charges (AMC) equivalent to Maintenance Charges for a period of two years or as maybe decided by the Developer/ Maintenance Agency at its discretion. Such charges payable by the Allottee(s) will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency.

The Developer has conveyed to the Allottee(s) and the Allottee(s) has clearly understood that the Maintenance Charges shall be fixed by the Maintenance Agency, other body or Association of the

Apartment Owners on the basis of maintenance costs. The Allottee(s) agrees and undertakes to pay the Maintenance Charges & Interest Free Maintenance Security (IFMS) as per the Maintenance Agreement to be signed at the time of offer of possession for such period in advance as may be indicated in the letter of offer of possession. It is agreed by the Allottee(s) that the payment of Maintenance Charges will be applicable from the date mentioned in the offer of possession letter, whether or not the possession of Said Apartment is taken by the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost annually as may be decided by the Maintenance Agency/Developer and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee(s). The Allottee(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency.

B. Interest Free Maintenance Security (IFMS)

In order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the schedule of payment/ maintenance agreement and to always keep deposited with the Developer/RWA/Maintenance Agency the Interest Free Maintenance Security Deposit (IFMS). The Developer shall transfer the said amount paid towards IFMS in favour of the RWA/Maintenance Agency as and when the same is nominated. The Allottee(s) has specifically agreed that the allotment of the Said Apartment shall be subject to strict compliance of a code of conduct that may be determined by the Developer / Maintenance Agency/Association of Owners for occupation and use of the Said Apartment and such other conditions as the Developer /Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Said Apartment, operation hours of various maintenance services, general compliance for occupants of the Said Complex, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct as may be specified by the Developer / Maintenance Agency is always subject to change by the Developer /Maintenance Agency.

In case, the Allottee (s) / Association of Allottee's fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Developer has right to recover such amount as spent on maintaining such essential services beyond his scope. The Allottee(s) agrees and understands that the Developer or its agents/its subsidiaries/associates/affiliates or sister concerns, may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which the Developer / Developer may develop in future. In such an eventuality the Allottee(s) fully concur and confirm that the Allottee(s) shall have no objection to such arrangement for generating and / or supply of power and the Allottee(s) gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to Said Apartment directly and the Allottee(s) understands the possibility of it being to the exclusion of power supply from DHBVNL/ State Electricity Boards (SEBs) / any other source. This arrangement could be provided within the Said Complex. Further, the Developer or its agents/its subsidiaries / associates / affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Developer or its agents /its subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Said Complex. The Developer or its agents /its subsidiaries/associates/affiliates or sister concerns shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Developer or the concerned authority(ies) which may or may not be

limited to the rate then charged by the Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL)/State Electricity Boards (SEBs), the Allottee(s) shall be liable to pay the amount based on the tariff to the Developer or its agents directly or through the Association of allottees respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Developer or its agents/its subsidiaries/associates/affiliates or sister concerns. Such power generating and /or supplying equipment may during its operation cause inconvenience to the Allottee(s) and the Allottee(s) shall have no objection to the same. The Allottee(s) shall be obliged to pay the consumption charges as per the meter readings. The Allottee(s) shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever. This clause shall survive the conveyance of the Said Apartment or any subsequent sale / resale or conveyancing thereof.

C. After the issuance of notice of possession:

As and when any plant & machinery within the Said Complex/Said Building, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. which cannot be replenished the cost thereof shall be contributed by all the Allottee(s) in the Said Building/Said Complex, as the case may be on pro-rata basis as specified in this Agreement. The Developer or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee(s) agrees to abide by the same.

12. DEFECT LIABILITY:

- a. It is agreed that in case any structural defect, as per definition given in rule 2(1)(u), or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer 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 Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event of Developer'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. Breakable or degradable items like tiles, stones, wooden items, glass, iron grills, modular kitchen, home automation equipment, air conditioning, aluminum items, façade, doors, windows and such like are not covered under defect liability.
- b. The Allottee(s) also agree that the Developer shall not be responsible (i) in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person; (ii) where the defects are the result of ordinary wear and tear in due course or which are result of failure by the Authorities to provide its obligated services, infrastructure, etc., up to and outside the periphery of the Group Housing Colony/Project shall not be covered under defect liability; (iii) for any such structural/ architectural defect induced by the Allottee(s), by means of carrying out any structural or architectural changes from the original specifications/ design or any act of omission or commission or negligence on part of the Allottee(s) of the Said Complex, or noncompliance of any applicable laws by the Allottee(s) or ordinary wear and tear in due course.

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

The Developer/ Maintenance Agency/ Association of Allottee's/ 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 Allottee's and/ Or Maintenance Agency/ Competent Authority to enter into the Apartment 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:

- 14.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project/Said Complex, 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Developer/ 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 Allottee's formed by the Allottee's, Maintenance Agency/ Competent Authority for rendering maintenance services.
- 14.2 The Allottee(s) shall use the Said Apartment only for residential purposes and in a manner that does not cause any nuisance/annoyance to other occupants of the Said Building/Said Complex. Use of the Said Apartment shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring/wall or ceiling of the Said Apartment and/or to any unit above/below or adjacent to the Said Apartment and/or anywhere in the Said Building/Said Complex.

- 14.3 The Allottee(s) shall, after taking possession or after the expiry of period as stipulated in above clauses be solely responsible to maintain the Said Apartment at the Allottee(s)' cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Complex/ Said Apartment, or the staircases, lifts, escalators, 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 Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that Allottee(s) would not put any sign-board/name-plate, neon-light, publicity material or advertisement material/shutters, Air conditioners outdoor units, exhaust fans etc. on the face/facade of the Said Building or anywhere on the exterior of the Said Building or common areas but only at the places (if any) provided by the Developer for the same. Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Complex/Said Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The non- observance of the provisions of this clause shall entitle the Developer or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all non- conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions
- 14.4 That the Allottee(s) undertakes not to sub-divide the Said Apartment agreed to be allotted to it. The Allottee(s) further undertakes that in case it transfers its right and interests in the Said Apartment agreed to be allotted to it in favor of any person by way of mortgage, tenancy, license, gift or in any other manner, such person so inducted by the Allottee(s) shall be also bound by the terms and conditions of this agreement. The Developer or its nominee including any other body or any other Association of Allottee(s) shall be entitled to enforce all terms and conditions of this agreement against any person / entity who has been inducted in the unit originally agreed to be allotted to the Allottee(s) irrespective of the fact whether such entry in the Said Apartment of the Allottee(s) is permissive or hostile.
- 14.5 That the Allottee(s) shall not be entitled to install its personal/individual generators for providing power back up to the Said Apartment agreed to be allotted to the Allottee(s).
- 14.6 That the Allottee(s) shall not make any additions or alterations in the Said Apartment so as to cause blockage or obstruction in the common areas and facilities within the Said Complex and/or to cause any structural damage or encroachment to the structures of the Building(s) in the Said Complex. That the Allottee(s) shall not demolish any structure of the Said Apartment or any portion of the same or cause to make any new construction in the Apartment without prior approval and consent of the Developer/Maintenance Agency or the local authority, if required. In case the Allottee(s) makes any structure or construction which is not permitted under the applicable building By-laws, the Developer/Maintenance Agency shall be authorised to demolish such structure/construction.
- 14.7 The Allottee(s) shall ensure complete safety of material and the equipment kept in the Said Apartment to be used or useable in the interior works undertaken by the Allottee(s) and the Developer shall not be responsible or liable in case of pilferage or misplacement of such materials or equipment. Further, the Developer shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Said Apartment or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) itself/himself/themselves. The Allottee(s) shall indemnify and keep the Developer harmless against all such claims or liabilities.
- 14.8 The Allottee(s) shall comply with all directions/ requirements/SOPs as stipulated by the Developer or the Maintenance Agency while carrying out the interiors in the Said Apartment.
- 14.9 The Allottee(s) shall not damage or cause any harm to the structures in the Said Apartment or any part of the Said Complex in the process of doing the interiors and in case of any such damage the Allottee(s) would be liable to compensate the Developer(s) or the Maintenance Agency.

- 14.10 That in case the Allottee(s) proceeds to sub-divide the Said Apartment agreed to be allotted to it or in case the Allottee(s) proceeds to use the Said Apartment allotted to it for any purpose other than the one indicated in this Agreement or in case the Allottee(s) lets out /transfers / parts with possession of the Said Apartment in contravention of the terms contained in this Agreement, or commits any other violation of this Agreement, in that event the Developer shall be entitled to terminate this Agreement and resume the site agreed to be allotted to the Allottee(s) and to recover vacant possession from the Allottee (s) or any person indicated by him. The Allottee(s) undertakes to mention in the instrument of transfer/lease/license/sale/mortgage/gift, etc. that the Said Apartment subject matter of this Agreement shall only be used for the purpose indicated in this Agreement. In case Developer is constrained to cancel the allotment, resume the site and to recover entire costs and expenses incurred would be borne by the Allottee(s).
- 14.11 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Developer in the Complex.
- 14.12 It is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping the Said Apartment, Building and/or the Group Housing Colony/ Project secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Building/Project/Group Housing Colony. Provision of such entry regulation would not create any liability of any kind upon the Company / Maintenance Agency for any mishaps caused by any miscreants.
- 14.13 The Allottee(s) shall carry out all the interiors and refurbish the Said Apartment at its own cost and expense and shall also have the right to change the flooring, wall finish, install air-conditioning unit(s), other electrical or electronic appliances so long as the same does not adversely affect the structure/facade of the Building in any way.
- 14.14 The Allottee(s) shall keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Apartment is not in any way damaged or jeopardized. If, however, any alterations in the area already handed over to the Allottee(s), relating to the Said Apartment is required to be carried out at the instance of or at the directions of the Government Authority or in any way pursuant to any statutory obligations, the same shall be carried out by the Allottee(s) with the cooperation of the other occupants at his/their own cost under the guidance of the Company. The Developer shall not in any manner be liable or responsible for the same and shall not bear the cost of such alterations, however, it has to be ensured that the fire-fighting detection arrangements and installations and other services are not disturbed in any way. In case any partition, internal decorations, false ceilings etc. of temporary nature, are carried out by the Allottee(s), then all necessary permissions from the Government Authority (if any required) will be obtained by the Allottee(s) directly at his own expense. Any breach of this provision shall enable the Developer to seek remedies available under Applicable Laws including but not limited to payment of liquidated damages.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to terms of this Agreement, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Apartment along with parking at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building/ Said Complex, or Said Apartment along with parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound or any flooring/wall or ceiling of the Said Apartment and/or to any unit above/below or adjacent to the Said Apartment and/or anywhere in the Said Building/Said Complex which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment along with parking and keep the Said Apartment along with parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.
- 15.2 The Allottee(s) shall not in any manner interface with and/or obstruct the use of common areas, except to the extent permissible under the applicable laws for which due permission/approval/sanction/permit/registration etc. If such permission is required by the Allottee(s) the same shall be obtained from the competent authorities/Maintenance Agency/Developer, the prior notice thereof shall be given to the Maintenance Agency/ Developer, as the case may be.

15.3 The Allottee(s) hereby agrees and confirms to indemnify the Developer/Maintenance Agency against any penal action and liability/damage/loss/claims/demand etc. due to misuse of the Said Apartment for which the Allottee(s) of the Said Apartment shall be solely liable and responsible, without any recourse to the Developer/Maintenance Agency as the case may be

15.4 The Allottee(s)/Association of allottee's further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Complex/ Project, Buildings therein or Common Areas. The Allottee(s) shall also not change the color 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. The Allottee(s) shall not cover any balconies or terraces or extend his area in any manner which violates the building plan approvals received for the Project and the unit. Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Apartment and parking or place any heavy material in the common passages or staircase of the Said Building/ Said Complex. The Allottee(s)/ Association of allottee's 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 Said Apartment. Air conditioners shall be installed by the Allottee(s) at places earmarked or approved by the Developer. The non-observance of the provisions of this clause shall entitle the Developer or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all nonconforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.5 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. 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 Apartment along with parking with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Developer 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. However Developer shall have the right to make alterations/additions/improvements repairs with the structural or nonstructural, interior exterior, ordinary or extraordinary in relation to any unsold units within the project/complex as per applicable laws and guidelines. The Allottee(s) agrees in undertakes not to raising objections/cause any impediment to or hindrance in or to make any claim or compensation in this regard. The Allottee(s) agrees and understands that if the FAR is increased beyond the current applicable FAR by the Government Authority, the Developer shall have the exclusive right and ownership of the additional FAR beyond the current applicable FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Government Authorities or the Developer can also use this additional FAR in any other land or license if it deems fit. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose off in any manner it chooses without any interference from the Allottee(s). The Developer shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Allottee(s) acknowledge that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on in the Said Building/ Said Complex or any other land.

18. MORTGAGE OR CREATION OF CHARGE:

After the execution of this agreement the Developer shall not mortgage or create a charge on the Said Apartment and parking (if applicable) and if such mortgage or charges made or created then notwithstanding anything contained in any 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 Apartment and parking (if applicable).

19. APARTMENT OWNERSHIP ACT OF THE HARYANA:

The Developer has assured the Allottee(s) that the Said Complex/project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bylaws, instructions/guidelines and decisions of the competent authority prevalent in the state. The Allottee can inspect all such approvals and compliances at the corporate office of the Developer.

20. BINDING EFFECT :

By just forwarding this Agreement to the Allottee(s) by the Developer, does not create a binding obligation on the part of the Developer or the Allottee(s) until, 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). If the Allottee(s) fails to execute and deliver to the Developer, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further fails to execute the said agreement as per intimation by the Developer, then the Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and the amount deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) after forfeiting the Earnest Money (as defined by HARERA) paid and interest component on delayed payments (payable by the allottee(s) for the breach of agreement and non-payment of any dues payable to the Developer) taxes and any fee/ brokerage/ commission/ margin/ any rebates availed earlier.

21. INSURANCE OF THE SAID BUILDING:

- a. The structure of the Said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Apartment shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the Said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.
- b. That the Developer / Maintenance agency shall not be responsible for any losses suffered by the Allottee(s) due to any incident of fire, theft or any other losses occasioned by causes attributable to natural calamities or arising out of human conduct. The Allottee(s) shall be bound to insure all goods, stocks, materials, equipments etc. placed in the Said Apartment and no liability of any nature financial or otherwise shall be fastened on the Developer/Maintenance agency owing to incidents hereinbefore described.

22. 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, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment.

23. RIGHT TO AMEND:

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

24. 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 Apartment/parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment/parking in case of a transfer, as the said obligations go along with the Apartment/parking for all intents and purposes. That the Allottee(s) agrees and undertakes that the Allottee(s) shall not sell, transfer, assign or part with his/ her/ their right, title, or interest, in the Said Apartment or any portion thereof until all the dues payable to the Developer are fully paid and the Deed of Conveyance has been executed in his/ her/ their favour. The Allottee(s) is/ are, however entitled to get the name of his/ her/ their nominee(s) substituted in his/ her/their place with the prior approval of the Developer who may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee(s) shall pay to the Developer, administrative charges as applicable from time to time. The Allottee(s) shall not assign, transfer, lease or part with possession of the Apartment without taking No dues Certificate from the Maintenance Agency appointed by the Developer or the Association of Apartment Owners as the case maybe.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Developer 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 including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottee(s).

25.2 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.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in the Said Complex/Project, the same shall be the proportion to the area/ carpet area/super area of the Said Apartment and other usage and parking bears to the total area/ carpet area/super area of the Said Complex.

28. 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee (s), in duplicate, after the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the Haryana State Act at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram. The Allottee(s) agrees and undertakes to pay charges towards stamp duty and registration of the present agreement and Conveyance Deed as and when the same is registered. The Allottee(s) is conscious and aware that the charges payable/applicable towards stamp duty and registration of the present agreement and Conveyance Deed are not included in the total price of the Apartment as mentioned in Clause 1.1 hereinabove.

30. NOTICES:

That all notices to be served on the Allottee(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer by Registered Post at their respective addresses specified above earlier of this Agreement: It shall be the duty of the Allottee(s) and the Developer 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 Developer or the Allottee(s), as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees', all communications shall be sent by the Developer 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).

32. SAVINGS:

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

33. 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 there under including other applicable laws prevalent in the State for the time being in force.

34. 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 and the Rules.

35. JURISDICTION

The present Agreement shall be subject to the exclusive jurisdiction of Courts in Gurgaon and shall be subject to laws applicable in India.

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

For and on behalf of Zakspaces & Interiors Private Limited	Allottee(s) Mr./Mrs./M/s _____
Authorised Signatory	Signature
Witness No. 1	Witness No. 2

SCHEDULE-A DETAILS AND DESCRIPTION OF THE UNIT

Unit No. _____ having carpet area of _____ square feet, on _____ floor, in tower/block/building no. _____ (“Building”) 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”, in Project known as “IVORY ARCHES”, situated at Vatika India Next-II, Sector 88B, District Gurgaon, Haryana.

BOUNDED AS UNDER:

North _____

South _____

East _____

West _____

SCHEDULE-B FLOOR PLAN OF THE APARTMENT

ANNEXURE 'A'-BREAK UP OF TOTAL SALES PRICE AND PAYMENT PLAN

1. Payment Plan no. 1

S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.	On Booking	-	10,00,000			
2.	Within 30 days of Booking	10% (less Booking Amount)				
3.	Within 60 days of Booking	10%				
2.	Within 15 days of Completion of Super Structure	30%				
3.	On Offer of Possession	50%				
	Total Payable					

OR

2. Payment Plan no. 2

S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.	On Booking	-	10,00,000			
2.	Within 60 days of Booking	30%(less Booking Amount)				
3.	On Offer of Possession	70%				

3. Payment Plan no. 3

S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.	On Booking	-	10,00,000			
2.	Within 60 days of Booking	50%(less Booking Amount)				
3.	On Offer of Possession	50%				

ANNEXURE 'B'-SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/APARTMENT AND ARE OF THE SAID BUILDING/COMPLEX)

FLOORS

Master Bedroom : Laminated Wooden Flooring

Living/Dining/Lobby & other Bedrooms : Vitrified Tiles

Balconies/Terraces : Anti-Skid Tiles

Kitchen & Toilets : Anti-Skid Tiles

WALLS

Bedrooms/Living/Dining/Lobby : Acrylic Emulsion

Balconies/Terraces : Acrylic Emulsion/Weatherproof Paint

Kitchen & Toilets : Combination of Ceramic Tiles

CEILINGS

Ceilings : Acrylic Emulsion

COUNTERS

Kitchen : Counters in Marble/Granite

FITTINGS/ FIXTURES

Kitchen & Toilets : Single lever CP fittings, White chinaware, Shower partition only in Master Bath, Stainless steel sink with drain board

DOORS & WINDOWS

Internal Doors : Hardwood door frames veneered & polished/Skin Molded Shutters/Flush Door Shutter

External Glazing : UPVC Doors & Glazing

ELECTRICAL

Split air conditioners in all bedrooms, Drawing & Dining, Modular type switches & sockets, Copper wiring (fittings like fans, lights fixtures, geysers, appliances etc. are not provided)

SECURITY SYSTEM

Proximity Card Access Control, CCTV for basement parking and Entrance lobby at Ground floor, Boom barriers at Entry & Exit of the complex

FACILITIES

High speed elevators, Power backup and treated water supply, Ample basement parking, Landscaped courts with sit out spaces, Kids play area, Pedestrian paths, Jogging/walking trail, Shopping Arcade

THE CLUB

Swimming Pool, Gymnasium, Coffee Shop with Multi-cuisine Restaurant, Multipurpose Hall etc.

Note: Tentative specifications of Bare Shell as above are subject to change at the sole discretion of the Company.

