




PROJECT DETAILS		
Details of HARERA Registration	Reg. No	
	Dated	
	Valid Upto	
Project Name	Estate 361	
Project Location	Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana, PIN-122004	
If project is developed in phases then, Phase Name	Estate 361	
Nature of Project	Group Housing	
Proposed date of Completion of the Phase/Project		
Proposed date of Possession of the Apartment/Unit		
License No.	50 of 2025	
Name of Licensee	Namo Realtech Private Limited	
Name of Collaborator (if any)	Max Estate Gurgaon Two Limited	
Name of the BIP holder (if any)	N.A.	
Name of the change of developer (if any)	N.A.	
A P P R O V A L D E T A I L S	Details of License approval	License No. 50 of 2025
		Memo. No : LC-5520-JE (SK)-2025/12801
		Dated : 09.04.2025
	Details of Building Plans approval	Valid Upto : 08.04.2030
		Memo. No. ZP-2160/JD(G)/2025/40365
		Dated : 16.10.2025
	Details of Environment Clearance approval	Valid Upto : 16.10.2030
		Memo. No
		Dated
	Valid Upto	

**Dear Sir/Madam,**

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the company has allotted you the following Apartment/Unit as per the details given below:

APARTMENT/UNIT AND BOOKING DETAILS			
1	Nature of the Apartment/Unit		Apartment
2	Flat	Unit No.	
		Property Category	
3	Carpet Area (sq. m)		
4	Balcony area (sq. m) (not part of the carpet area)		
5	Verandahs area (sq. m) (not part of the carpet area)		N.A.
7	Open terrace area (if any)		N.A.
8	Block/Tower No.		
9	Floor No.		
10	Rate of carpet area (Rs/Sq. Mtrs.)		
11	Rate of Balcony area (Rs/Sq. Mtrs.) (only in affordable housing)		N.A.
12	Plot Area (Sq. Mtrs.)		N.A.
13	Rate per Sq. Mtrs.		N.A.
14	Net area of the commercial space		N.A.
15	Total Consideration amount (inclusive of IDC & EDC, parking charges, PLC, Govt fees/taxes/levies, common areas, Interest free maintenance security, GST)		

Note: carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation-For the purpose of this clause, the expression ‘exclusive balcony or verandah area’ means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and ‘ exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

2. We have received earnest money amount which is not exceeding 10% of the total cost in respect of the above referred Apartment/Unit as per the details given below:

3.

1.	Earnest Money Amount	Amount in Rs (percentage of total consideration value)	
2.	Cheque No/DD No./RTGS		
3.	Dated		
4.	Bank Name		
5.	Branch		
6.	Amount deposited		
7.	Total sale consideration		

**4. Mode of Booking**

1.	Direct/Real Estate Agent	
2.	If booking is through Real Estate Agent, then Real Estate Agent Registration No.	
3.	Real Estate Agent Charges	


<b>PAYMENT PLAN</b>	
Payment Plan (Inclusive of all charges/fees) (Copy attached)	Construction Linked Plan/ Down Payment Plan
<b>Bank Details of Master RERA Account (100%) for payment via RTGS</b>	
Payment in favour of	
Account Number	
IFSC Code	
Bank Name	
Branch	

**Annexure A-: 'Payment Plan'**

Earnest money which is not exceeding 10% of the total unit sale price is already paid at the time of the allotment. Balance consideration amount shall be paid as under:

1. In case of Down Payment Plan

<b>Installment</b>	<b>Particulars</b>	<b>Percentage</b>
1	Booking	10%
2	Within 90 days of Booking and Registration of ATS	10%
3	Within 180 days of Booking	60%
4	Application of OC	10%
5	Offer of Possession	10%

**OR**

2. In case of Construction linked plan (A)

<b>Installment</b>	<b>Particulars</b>	<b>Percentage</b>
1(a)	Booking	10%
1(b)	Within 90 days of Booking and Registration of ATS	5%
1(c)	Within 180 days of Booking	5%
2	Casting of 2nd Floor Slab	15%
3	Casting of 25th Floor Slab	15%
4	Casting of 43rd Floor Slab	15%
5	On Installation of Doors & Windows	15%
6(a)	On Application of OC	15%
6(b)	On Offer of Possession	5%

**OR**

3. In case of Construction linked plan (B)

<b>S. No</b>	<b>Stage of Payment</b>	<b>Percentage</b>
1	Booking	10%
2(a)	Within 90 days of Booking and Registration of ATS	5%
2(b)	Within 180 days of Booking	5%
3	On Completion of Basement 1 Slab	10%
4	Casting of 5th Floor Slab	10%
5	Casting of 20th Floor Slab	10%
6	Casting of 34th Floor Slab	10%
7	Casting of 45th Floor Slab	10%
8	On Installation of Doors & Windows	10%
9	On Application of OC	10%
10	On Offer of Possession	10%

**OR**

4. In case of Construction linked plan (C)

<b>S. No</b>	<b>Stage of Payment</b>	<b>Percentage</b>
1	Booking	10%
2	Within 90 days of Booking and Registration of ATS	5%
3	Within 180 days of Booking	5%
4	On Completion of Raft Foundation	5%
5	On Completion of Basement 1 Slab	5%
6	Casting of 1st Floor Slab	5%
7	Casting of 5th Floor Slab	5%
8	Casting of 10th Floor Slab	5%
9	Casting of 20th Floor Slab	5%
10	Casting of 25th Floor Slab	5%
11	Casting of 34th Floor Slab	5%
12	Casting of 40th Floor Slab	5%
13	Casting of 45th Floor Slab	5%
14	On Installation of Doors & Windows	5%

15	On Application of OC	15%
16	Offer of Possession	10%

The allottee will abide by all the detailed terms & conditions mentioned in the Agreement for Sale which is annexed with the allotment letter.

Best Wishes

Thanking You

Yours Faithfully

**For Max Estates Gurgaon Two Limited**

**(Authorised Signatory)**

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

**Allottee(s)**

**Dated:**

**This allotment is subject to the following:**

## **1. TERMS & CONDITIONS**

- 1.1. That the allotment of above Apartment/Unit is subject to the detailed terms & conditions mentioned in the application form and Agreement for Sale. Although there shall not be any variation in the terms and conditions.
- 1.2. Terms & conditions provided in 'Agreement for Sale' shall be final and binding on both parties subject to any conditions in the allotment letter.
- 1.3. The allottee shall not transfer/resale of this Apartment/Unit without prior consent of the promoter till the Agreement for Sale is registered.
- 1.4. Upon issuance of this allotment letter, the allottee shall be liable to pay the consideration value of the Apartment/Unit as shown in the payment plan as annexed.
- 1.5. The total unit sale price (as defined in the terms and conditions in Agreement for Sale) shall be payable on the date as specifically mentioned in the "payment plan" as annexed.
- 1.6. That the carpet area, balcony area and verandah area of the Apartment/Unit are as per approved building plans. If there is any increase in the carpet area, which is not more than 5% of the carpet area of the Apartment/Unit allotted the promoter may demand that from the allottee as per next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per Sq. Mtrs. as per Agreement for Sale.
- 1.7. In case, the allottee fails to pay to the promoter as per the payment plan, then in such case, the allottee shall be liable to pay interest on the due date at the prescribed rate under rule 15 of the Haryana Real Estate (Regulations and Development) Rules, 2017.
- 1.8. On offer of possession of the Apartment/Unit, the balance total unpaid amount shall be paid the allottee and thereafter the Allottee will execute the conveyance deed within 3 months as per provisions of Act/Rules.
- 1.9. The stamp duty and registration charges will be payable by the allottee at the time of registering the conveyance deed with the Sub Registrar Office, Gurugram. No administrative charges shall be levied by the promoters.
- 1.10. Interest as applicable on installment will be paid extra along with each installment.

## **2. MODE OF PAYMENT**

- 2.1. In case the above terms & conditions are acceptable to you, then you are advised to submit your consent in writing at the Promoter's office along with the amount as demanded by the Promoter in accordance with the Payment Plan, through Cheque / Demand Draft/RTGS drawn in favour of 'MAX ESTATES GURGAON TWO LTD ESTATE 361 RERA COLLECTION A/C' payable at Gurugram and sign the 'Agreement for Sale' within 30 days from the date of issue of this Allotment letter.
- 2.2. All cheques/demand drafts must be drawn in favour of "Promoter Name".
- 2.3. Name and contact number of the allottee shall be written on the reverse of the cheque/demand draft.

**NOTE:** In case allottee think any of the condition so non reasonable, not reasonable, not suitable to him he expect any modification from the promoter.

In case if the promoter does not modify the terms and conditions may approach the authority. The authority shall evaluate whether the request of the allottee is in consonances with the act.

### **3. NOTICES**

- a. All the notices shall be deemed to have been duly served if sent to the allottee by speed post at the address given by the allottee to us and email Id provided in the application form.
- b. The Allottee will inform the Promoter of any change in your address, Mobile no., Email ID for future correspondence.

### **4. CANCELLATION BY ALLOTTEE**

If the allottee fails in submission of consent or seeks cancellation/withdrawal from the project without any fault of the promoter or fails in payment of required additional amount towards total unit sale price and signing of 'Agreement for Sale' within given time, then the Promoter is entitled to forfeit the 10 % of application money paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned within ninety days of such cancellation.

## **5. COMPENSATION**

Compensation shall be payable by the Promoter to the Allottee as per provisions of the Act as adjudged by the adjudication officer in the manner as provided in the Act/Rules.

## **6. SIGNING OF AGREEMENT FOR SALE**

- a. The promoter and allottee will sign “Agreement for Sale” within 30 days of allotment of this Apartment/Unit.
- b. That the Allottee(s) are required to be present in person in the office of Promoter, on any working day during office hours to sign the ‘Agreement for Sale’ within 30 days.
- c. All the terms and conditions mentioned in the draft Agreement for Sale as notified in pursuance of Rule 8 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by government of Haryana vide Notification No. MISC-107(A)/ED(R)/196, dated 28.07.2017.

## **7. CONVEYANCE FO THE SAID APARTMENT/UNIT**

The promoter on receipt of total unit sale price for Apartment/Unit for residential along with parking (if applicable), will execute a conveyance deed in favour of Allottee(s) within three months and no administrative charges will be charged from the Allottee except stamp duty and Registration Charges.

Best Wishes

Thanking You

Yours Faithfully

**For Max Estates Gurgaon Two Limited**

**(Authorised Signatory)**

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

**Allottee(s)**

**Dated:**

**Documents to be attached along with Allotment Letter**

<b>Sr. No</b>	<b>Annexures</b>
<b>1.</b>	Payment plan
<b>2.</b>	Action plan of Schedule of Development (Duly approved by HARERA)
<b>3.</b>	Location Plan
<b>4.</b>	Floor plan of Residential Apartment/Plot/Commercial Unit/IT Unit
<b>5.</b>	Copy of License
<b>6.</b>	Copy of letter of approval of Building Plan
<b>7.</b>	Copy of Environment Clearance
<b>8.</b>	Copy of draft Agreement for Sale
<b>9.</b>	Copy of Board Resolution vide which above signatory was authorized
<b>10.</b>	Specifications (which are part of the Apartment/Plot/Commercial Unit/IT Unit) as per Haryana Building code 2017 or National Building Code
<b>11.</b>	Specifications, amenities, facilities (which are part of the project) as per Haryana Building code 2017 or National Building Code

## APPLICATION FORM FOR BOOKING OF APARTMENT/UNIT

**WHEREAS** Namotech Pvt. Ltd. (“Owner”) is the absolute and lawful owner of the land parcel admeasuring 57847.38 Sq. Mtrs. (14.2944 Acres) situated at Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana, PIN-122004 (hereinafter referred to as the "**said Land**") *vide* sale deed(s) Sale Deed document no.-1312, Book No.-1, Volume No.-78, Page No.-58 on dated-02.05.2024, Sale Deed document no.-1282, Book No.-1, Volume No.-78, Page No.-50.5 on dated-02.05.2024, Sale Deed document no.-10360, Book No.-1, Volume No.-76, Page No.-167 on dated-05.04.2024, Sale Deed document no.-22147, Book No.-1, Volume No.-4759, Page No.- 6 to 8 on dated-10.12.2015, Transfer Deed document no.-6897, Book No.-1, Volume No.-1071, Page No.-7 of 8 on dated-09.09.2022, Sale Deed document no – 148, Book No.-1, Volume No.-76, Page No.-167 on dated-05.04.2024, Sale Deed document no.-7142, Book No.-1, Volume No.-85, Page No.-115.5 on dated-02.09.2024 registered in the office of the Sub-Registrar Gurugram Haryana. The Namotech Private Limited (“Owner”) and Max Estates Gurgaon Two Limited (hereinafter referred to as the “**Promoter**”) have entered into (i) joint development agreement dated-02.05.2024, registered as document no. 4503 in Book no. 1 and Volume No. 82, page no. 55.75 in respect of the land admeasuring 12.2438 acres and its Addendum Agreement dated-20.11.2024 registered as document no. 12916 in Book no. 1 and Volume No. 92, page no. 159 (**JDA 1**) (ii) joint development agreement dated-08.11.2024, registered as document no. 10184 in Book no. 1 and Volume No. 89, page no. 76 in respect of the land admeasuring 1.6375 acres and its Addendum Agreement dated-20.12.2024, registered as document no. 12917 in Book No. 1 and Volume No. 92, page no. 159.25 (**JDA 2**) (iii) joint development agreement dated-08.11.2024, registered as document no. 10185 in Book no. 1 and Volume No. 89, page no. 76.25 in respect of the land admeasuring 4.35625 acres and its Addendum Agreement dated-20.12.2024, registered as document no. 12915 in Book No. 1 and Volume No. 92, page no. 158.75 (**JDA 3**) (JDA 1, JDA 2 and JDA 3 are collectively referred to as “**JDA**s”) registered in the office of the Sub-Registrar Harsaru;

**WHEREAS** the Said Land is earmarked for the purpose of a building residential project, comprising 5 Towers having 3 Basements and a Ground Floor, wherein Tower A consists of 37 Floors, Tower B4 consists of 47 Floors, and Tower B1, B3 & B2 consists of 46 Floors each and an EWS Tower consisting of a Ground Floor and 11 Floors, a Banquet (situated in Non-Tower Area), a Sports Centre (situated in Non-Tower area), Club (situated between Tower B1, B2, B3 & B4), Club-1 (situated in Tower A), Retail Shops (situated in Ground and Second Floor of Tower A), a Primary (situated in Tower A) and Nursery School (situated in Non-Tower area) and the said project shall be known as ‘Estate 361’ (“**Project**”)

**WHEREAS** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with.

**WHEREAS** the Director, Town & Country Planning Department (“DTCP”) has granted the approval/sanction to develop the Project *vide* approval dated 16.10.2025 bearing sanction no. ZP-2160/JD(G)/2025/40365.

**WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on ..... under registration no. ....

**WHEREAS** the Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### **DECLARATION**

That I/we have seen all the documents of title & other relevant papers/documents, agreements, arrangements entered into by the "Owner" and "Promoter" pertaining to the aforesaid Project to my/our satisfaction.

I/we have also gone through the documents and information provided by the "Promoter" pertaining to the said Project on the Portal of HARERA, Gurugram to my/our satisfaction.

Having pursued all above documents and information, I/we at our sole discretion apply for the allotment of an Apartment/Unit in the above said Project.

\*Applicant(s) has/have been referred to as the Intending Allottee(s).

To,  
Max Estates Gurgaon Two Limited,  
Max Tower L-20 C- 001/A/1, Sector- 16B,  
Noida, Gautam Buddha Nagar,  
Uttar Pradesh, PIN-201301

Dear Sir/Madam,

I/We request you for allotment of an Apartment/Unit (Hereinafter referred to as the "Apartment/Unit") in "Estate 361" ("Project") being developed by Max Estates Gurgaon Two Limited (hereinafter referred to as the "Promoter").

I/We agree to sign and execute, as and when required, the "AGREEMENT FOR SALE" (hereinafter referred to as "Agreement") containing the terms and conditions of Allotment of the Apartment/Unit and other related documents as prescribed, on the format provided by the "Promoter".

I/We agree that forwarding the Agreement to me/us by the "Promoter" does not create a binding obligation on the part of the "Promoter" or me/us until, firstly, I/We sign and deliver the 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 me/us. Secondly, I/we and the "Promoter" have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State.

If I/We fail to execute and deliver to the "Promoter", the said Agreement within 30 (thirty) days from the date of its receipt by me/us and register the said Agreement, as per intimation by the "Promoter", then the "Promoter" shall serve a notice to me/us for rectifying the default, which if not rectified within sixty days from the date of its receipt by me/us, my/our application shall be treated as cancelled and all sums deposited by me/us in connection therewith including the booking amount shall be returned to me/us without any interest or compensation whatsoever. If, however, after giving a fair opportunity to me/us to get the agreement executed, I/We do not come forward or is incapable of executing the same, then in such a case, the "Promoter" has an option to forfeit ten percent of booking amount (i.e. 10 % of total unit sale price).

I/We also agree to abide by the General Terms and Conditions of allotment of an Apartment/Unit in "Estate 361" as given hereinbelow, which I/we have read and completely understood.

I/We remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by Bank Draft / Cheque / NEFT / RTGS / IMPS / Fund Transfer No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank payable at \_\_\_\_\_ (All drafts and cheques to be made in favour of Max Estates Gurgaon Two Limited Estate 361 Master Account) as part of the booking amount for the allotment of the Apartment/Unit.

I/We understand that the expression "Allotment" wherever used in the general terms and conditions in this Application, shall always mean provisional allotment of the Apartment/Unit and the allotment shall remain provisional till such time as the "Agreement for Sale" is unconditionally executed by me/us and returned to the "Promoter".

I/We also understand and agree that this application, submitted by me/us for allotment of the Apartment/Unit shall not mean that I/we am/are entitled for allotment of the same in the said Project. The allotment of Apartment/Unit is solely at the discretion of the "Promoter" and the "Promoter" has the right to reject any application for allotment without assigning any reason. In the event the "Promoter" decides to reject the application for allotment of Apartment/Unit, the "Promoter" shall not be obliged to give any reason for such rejection and any such decision of the "Promoter" rejecting the application for allotment of Apartment/Unit shall be final and binding on me/us, the Intending Allottee(s).

I/We also understand and agree that in case the "Promoter" is not in a position to allot the Apartment/Unit applied for, the "Promoter" shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the Intending Allottee(s) without any interest. However, the "Promoter" shall not be liable for any other damages/compensation on this account.

I/We unequivocally agree to affirm and undertake to abide by the terms and conditions of the Application as mentioned herein and further declare that the particulars/information given by me/us in this Application are true and correct and nothing has been concealed therefrom.

**Note:**

1. In case the cheque comprising the booking amount/part booking amount is dishonored due to any reason, the "Promoter" reserves the right to reject the Application, without giving any notice to the intending Allottee(s).

2. All amounts received from the Intending Allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only.
3. Application Form must be completed in full in English Language.

**DETAILS OF THE APARTMENT / UNIT APPLIED FOR ALLOTMENT**

Tower no. .... Apartment No. .... Type ..... Floor ..... Parking .....	Rate of Apartment per square feet
Total price (in rupees)	.....

Total Unit Sales Price (INR)	Applicable Tax (INR)

“Carpet Area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

(a) "Common Areas" : Means -

- i the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase.
- ii the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings.
- iii the common basements, terraces, parks, play areas, open parking areas and common storage spaces.

- iv the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- v installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
- vi the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
- vii all community facilities as provided in the real estate project (and as declared under Deed of Declaration of the Project).
- viii all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

**Payment Plan option:**

Down Payment Plan

Construction Linked Payment Plan

**As detailed out in Schedule C.**

I/We have perused the Pricelist cum payment plan and agree to pay as per the Payment Plan opted by me/us.

**Place:**

**Date:**

**For Office Use Only**

1. Application received by \_\_\_\_\_

2. Application accepted / rejected \_\_\_\_\_

3. Booking Amount received vide R. No. \_\_\_\_\_ Dated \_\_\_\_\_  
Rs. \_\_\_\_\_/-

**Mode of Booking**

Direct

LiveWell Partner (Agent)

**(Stamp & Signature of the LiveWell Partner / Agent)**

\_\_\_\_\_  
**Sales Department**

**PARTICULARS OF THE INTENDING ALLOTTEE(S)**

**SOLE/FIRST INTENDING ALLOTTEE**

Mr./Mrs./Ms.: \_\_\_\_\_

S/W/D of : \_\_\_\_\_

Residential Status: Resident/Non-Resident: \_\_\_\_\_

PAN: \_\_\_\_\_

Aadhaar No.: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Mobile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Please sign across the  
Photograph

**SECOND CO-INTENDING ALLOTTEE**

Mr./Mrs./Ms.: \_\_\_\_\_

S/W/D of: \_\_\_\_\_

Guardian's Name (in case of minor): \_\_\_\_\_

Residential Status: Resident/Non-Resident: \_\_\_\_\_

PAN: \_\_\_\_\_

Aadhaar No.: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone/Mobile : \_\_\_\_\_

E-mail: \_\_\_\_\_

### **THIRD CO-INTENDING ALLOTTEE**

Mr./Mrs./Ms.: \_\_\_\_\_

S/W/D of : \_\_\_\_\_

\_\_\_\_\_

Residential Status: Resident/Non-Resident: \_\_\_\_\_

PAN: \_\_\_\_\_

Aadhaar No.: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone/Mobile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### **FOURTH CO-INTENDING ALLOTTEE**

Mr./Mrs./Ms.: \_\_\_\_\_

S/W/D of: \_\_\_\_\_

Guardian's Name (in case of minor): \_\_\_\_\_

\_\_\_\_\_

Residential Status: Resident/Non-Resident: \_\_\_\_\_

PAN: \_\_\_\_\_

Aadhaar No.: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone/Mobile : \_\_\_\_\_

E-mail: \_\_\_\_\_

**IN CASE THE INTENDING ALLOTTEE IS A COMPANY/FIRM  
/TRUST/SOCIETY/HUF/ANY OTHER**

Name of the Intending Allottee : \_\_\_\_\_

Through Mr./Mrs./Ms. : \_\_\_\_\_

Designation: \_\_\_\_\_

Authorized vide Document No. : \_\_\_\_\_

Dated: \_\_\_\_\_

CIN Registration No. : \_\_\_\_\_

PAN : \_\_\_\_\_

GSTIN : \_\_\_\_\_

Aadhar No. of the Authorised Signatory : \_\_\_\_\_

PAN of the Authorised Signatory : \_\_\_\_\_

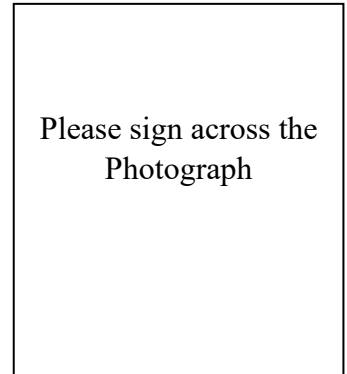
Address (Registered Office) : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address (Corporate Office) : \_\_\_\_\_

\_\_\_\_\_



Communication Address: Registered/Corporate office

Phone/Mobile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\*Authorized signatory to affix the seal of the company/firm/trust/society along with signatures

## TERMS AND CONDITIONS OF ALLOTMENT

1. That the Intending Allottee(s) shall pay the total unit sales price of the Apartment/Unit on the basis of "**Carpet Area**".
2. That the term "**Carpet Area**" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
3. That the intending Allottee(s) has/have applied for registration of allotment of an Apartment/ Unit in "Estate 361" ("**Project**") situated at Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana, PIN-122004. The intending Allottee(s) confirms that he/she/they has/have seen all the documents of title/other relevant papers/documents, agreements, arrangements, entered into by the "Owner" & "**Promoter**" pertaining to the aforesaid project and has/have fully satisfied themselves about the title & rights in respect of the said Project.

The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Unit/Apartment for Residential usage applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C.

In case the Allottee(s) fails to make payments of any instalment due as per the payment plan Annexed hereto as Schedule C, the Allottee(s) shall be liable to pay interest on the unpaid amount to the "Promoter" at the rate equal to the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent (2%) per annum, unless otherwise provided under the applicable rules.

5. In case the Allottee(s) fails to make payments for two (2) consecutive demands raised by the "Promoter" as per the Payment Plan, despite issuance of notice in this regard, the Allottee(s) shall be liable to pay interest on the unpaid amount to the "Promoter" at the rate equal to the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent (2%) per annum, unless otherwise provided under the applicable rules.

If such default continues beyond ninety (90) days from the date of notice, the "Promoter" shall be entitled to cancel the allotment of the Apartment/Unit along with parking (if applicable) in favour

of the Allottee(s). Upon such cancellation, the "Promoter" shall refund the amounts paid by the Allottee(s) after forfeiting the booking amount paid for the allotment as well as the interest component on delayed payments.

The balance amount, after such deductions, shall be refunded by the "Promoter" to the Allottee(s) within ninety (90) days from the date of cancellation. On such default, the Agreement and any obligations of the "Promoter" arising thereunder shall stand terminated. Provided further that the "Promoter" shall intimate the Allottee(s) in writing about such proposed termination at least thirty (30) days prior to the effective date of termination.

However, in exceptional and genuine circumstances, the "Promoter" may, at its sole discretion, condone the delay in payment by charging interest at the rate mentioned above and restore the allotment, provided such Apartment/Unit has not already been allotted to another Allottee.

6. That the Intending Allottee(s), if residing outside India, shall be solely responsible to comply with the necessary formalities as laid in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The Intending Allottee(s) shall furnish the required declaration to the "**Promoter**".
7. That the Total Price includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project paid/ payable by the Promoter up to the date of handing over the possession of the Unit/Apartment for Residential usage alongwith parking to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession.

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

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

8. That the intending Allottee 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 Unit/Apartment for Residential usage alongwith 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 Promoter.

9. That the Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square feet as agreed above.
  
10. That the promoter, on receipt of total price of Unit/Apartment for Residential usage alongwith parking, shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. The Total Price of Unit/Apartment for Residential usage alongwith parking includes recovery of price of land, development/ construction of [not only of the Apartment/ Unit/ Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint,

marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot/ Unit/ Apartment for Residential usage alongwith parking in the Project.

12. That all notices to be served on the Allottee and the Promoter as contemplated by this Application form shall be deemed to have been duly served if sent to the Allottee or the Promoter by RegisteredPost at their respective addresses specified below:

..... Name of Allottee

..... (Allottee Address)

Max Estate Gurgaon Two Limited

Max House, Kh No 335/2, 355/18,337,  
and 1511/339, Okhla Industrial Estate,  
New Delhi, PIN-110020

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

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

13. The Promoter assures to hand over possession of the Unit/Apartment for Residential usage alongwith 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 agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Apartment for Residential usage.
14. That the Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of

such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

15. That all disputes arising out or touching upon or in relation to the terms and conditions of this Application form, 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 Real Estate (Regulation and Development) Act, 2016.
16. That in case of any contradiction between the terms and conditions of this Application, Agreement for Sale, the terms and conditions of the Agreement for Sale will supersede.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same. I/We also understand that the terms and conditions given herein are indicative and this is only an application submitted by me/us for the allotment of the Apartment/Unit in the said Project and the same does not confer any right, title, or interest in favour of the Intending Allottee(s). The detailed terms and conditions shall be given in the Agreement for Sale after the allotment is confirmed by the "Promoter".

**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE UNIT/ APARTMENT FOR RESIDENTIAL USAGE AND PARKING**

**SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT**

**SCHEDULE 'C' - PAYMENT PLAN**

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/ APARTMENT FOR RESIDENTIAL USAGE)**

**SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**



**ANNEXURE A**

**[See rule 8] AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) executed on this \_\_\_\_\_(Date) day of \_\_ (Month) , 20 \_\_,

**By and Between**

**Max Estate Gurgaon Two Limited** (CIN No. U68100DL2024PLC424818), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Max House, Kh No 335/2, 355/18,337, and 1511/339, Okhla Industrial Estate, New Delhi, PIN-110020 and its corporate office at Max Towers, L-20 C-001/A/1, Sector-16B, Noida, Gautam Buddha Nagar, Uttar Pradesh, PIN-201301 (PAN – AARCM6441M), represented by its authorized signatory ..... (Aadhar no. ....) authorized *vide* board resolution dated ..... hereinafter referred to as the “**Promoter**” (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**

**[If the Allottee is an Individual]**

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

NRI/Overseas Citizens of India to please provide Passport No./OCI Card No. and ensure compliance of applicable provisions and eligibility in terms of Foreign Exchange Management Act, 1999 and other applicable laws

**[OR]**

**[If the Allottee is a Co-Allottee]**

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

**[OR]**

**[If the Allottee is a Co-Allottee]**

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

**[OR]**

**[If the Allottee is a Co-Allottee]**

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

[OR]

**[If the Allottee is a company]**

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

[OR]

**[If the Allottee is a Partnership]**

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

[OR]

**[If the Allottee is a HUF]**

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

[OR]

**[If the Allottee is a TRUST/SOCIETY/ANY OTHER]**

....., a trust/society/ any other entity registered under the relevant provisions of law, having its office at ..... (PAN .....) represented by its authorized representative ....., (Aadhaar No. ....) authorized *vide* ..... hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the trustee or trustees, member or members, person responsible and duly authorised for the time being of the said trust/society/ any other entity registered under the relevant provisions of law, the survivor or

survivors of them and their heirs, executors and administrators of the last surviving trustee, member or person responsible and duly authorised and his/her/their assigns).

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

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

#### **DEFINITIONS:**

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

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

#### **WHEREAS:**

- A. Namotech Private Limited (“Owner”) is the absolute and law full owner of land parcel admeasuring 57,847.38 square meters situated at Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana, PIN-122004 (“**Said Land**”) vide sale deed(s) Sale Deed document no.-1312, Book No.-1, Volume No.-78, Page No.-58 on dated-02.05.2024, Sale Deed document no.-1282, Book No.-1, Volume No.-78, Page No.-50.5 on dated-02.05.2024, Sale Deed document no.-10360, Book No.-1, Volume No.-76, Page No.-167 on dated-05.04.2024, Sale Deed document no.-22147, Book No.-1, Volume No.-4759, Page No.- 6 to 8 on dated-10.12.2015, Transfer Deed document no.-6897, Book No.-1, Volume No.-1071, Page No.-7 of 8 on dated-09.09.2022, Sale Deed document no – 148, Book No.-1, Volume No.-76, Page No.-167 on dated-05.04.2024, Sale Deed document no.-7142, Book No.-1, Volume No.-85, Page No.-115.5 on dated-02.09.2024 registered in the office of the Sub-Registrar Gurugram Haryana. The Namotech Private Limited and Max Estates Gurgaon Two Limited have entered into (i) joint development agreement dated-02.05.2024, registered as document no. 4503 in Book no. 1 and Volume No. 82, page no. 55.75 in respect of the land admeasuring 12.2438 acres and its Addendum Agreement dated-20.11.2024 registered as document no. 12916 in Book no. 1 and Volume No. 92, page no. 159 (**JDA 1**) (ii) joint development agreement dated-08.11.2024, registered as document no. 10184 in Book no. 1 and Volume No. 89, page no. 76 in respect of the land admeasuring 1.6375 acres and its Addendum Agreement dated-20.12.2024, registered as document no. 12917 in Book No. 1 and Volume No. 92, page no. 159.25 (**JDA 2**) (iii) joint development agreement dated-08.11.2024, registered as document no. 10185 in Book no. 1 and Volume No. 89, page no. 76.25 in respect of the land admeasuring 4.35625 acres and its Addendum Agreement dated-20.12.2024, registered as document no. 12915 in Book No. 1 and Volume No. 92, page no. 158.75 (**JDA 3**) (JDA 1, JDA 2 and JDA 3 are collectively referred to as “**JDA**s”) registered in the office of the Sub-Registrar Harsaru;
- B. The Said Land is earmarked for the purpose of a building residential project, comprising 5 Towers having 3 Basements and a Ground Floor, wherein Tower A consists of 37 Floors, Tower B4 consists of 47 Floors, and Tower B1, B3 & B2 consists of 46 Floors each and an EWS Tower consisting of a Ground Floor and 11 Floors, a Banquet (situated in Non-Tower Area), a Sports Centre (situated in Non-Tower area), Club (situated between Tower B1, B2, B3 & B4), Club-1 (situated in Tower A), Retail Shops (situated in Ground and Second Floor of Tower A), a Primary (situated in Tower A) and Nursery School (situated in Non-Tower area) and the said project shall be known as ‘Estate 361’ (“**Project**”);

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The Director, Town & Country Planning Department (“DTCP”) has granted the approval/ sanction to develop the Project *vide* approval dated 16.10.2025 bearing sanction no. ZP-2160/JD(G)/2025/40365;
- E. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be, from DTCP. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on ..... under registration no. ....
- G. The Allottee had applied for residential apartment in the Project *vide* application no. .... dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, on ..... floor in tower no. .... (“**Building**”) along with basement parking no. .... measuring ..... square feet in ..... [*Please insert the location of the said parking*], as permissible under the applicable law and right in the common areas (“**Common Areas**”) as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- J. 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;
- K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit/ Apartment for Residential usage along with parking as specified in Para G.

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

#### **1. TERMS:**

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit for Residential usage along with parking as specified in Para G.
- 1.2. The Total Price for the built up Unit/ Apartment for Residential usage along with parking based on the carpet area is ..... (Rupees ..... only) (“**Total Price**”) (Give break up and description):

Tower no. .... ApartmentNo. .... Type ..... Floor ..... Parking .....	Rate of Apartment per square feet
Total price (in rupees)	.....

Explanation:

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

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/ decreased based on such change / modification:

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Unit/Apartment for Residential usage alongwith parking includes recovery of price of land, development/ construction of [not only of the Apartment/ Unit/ Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot/ Unit/ Apartment for Residential usage alongwith parking in the Project.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the

Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.
- 1.7. The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit/Apartment for Residential usage along with parking as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the Unit/Apartment for Residential usage along with parking;
  - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ 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;
  - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit/ Apartment for Residential usage.

- 1.9. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10. The Allottee has paid a sum of ..... (Rupees ..... only) as booking amount being part payment towards the Total Price of the Unit/Apartment for Residential usage along with parking at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit/Apartment for Residential usage along with parking as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee 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.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of "Max Estates Gurgaon Two Ltd Estate 361 Rera collection ac" payable at Gurugram, Haryana.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1. The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 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 Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this

Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Unit/Apartment for Residential usage applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

#### **4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Unit/Apartment for Residential usage alongwith parking, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for obtaining the Occupancy Certificate (OC) of the Project on or before 30.09.2033 and completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the Unit/Apartment for Residential usage to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

#### **6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:**

The Allottee 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 Unit/Apartment for Residential usage alongwith parking is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Building Code, 2017 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE UNIT/APARTMENT FOR RESIDENTIAL USAGE :**

7.1. **Schedule for possession of the said Unit/Apartment for Residential usage** - The Promoter agrees and understands that timely delivery of possession of the Unit/ Apartment for Residential usage alongwith parking to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Unit/Apartment for Residential usage alongwith 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 agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Apartment for Residential usage.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within ninety days. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession of built-up Unit/ Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing alongwith parking shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

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

- 7.3. **Failure of Allottee to take Possession of Unit/Apartment for Residential usage**- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit/Apartment for Residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit/Apartment for Residential to the allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

- 7.4. **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony and handing over the physical possession of the Unit/Apartment for Residential usage alongwith parking to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

- 7.5. **Cancellation by Allottee** – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

- 7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to 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 promoter fails to complete or is unable to give possession of the Unit/Apartment for Residential usage along with parking.

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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 Promoter shall be liable, on demand to the allottees, in case the Allottee 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 Unit/Apartment for Residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **ninety** days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit/Apartment for Residential usage, which shall be paid by the promoter to the allottee within **ninety** days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

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

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

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit/Apartment for Residential usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit/Apartment for Residential usage to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment for Residential usage alongwith 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 Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of 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, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the “*force majeure*”, Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:
  - (i) Promoter fails to provide ready to move in possession of the developed Unit/Apartment for Residential usage alongwith parking to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit/ Apartment for Residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.
  - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following :
  - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the plot/ unit/ apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit/Apartment for Residential usage alongwith parking, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

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

## **10. CONVEYANCE OF THE SAID UNIT/ APARTMENT:**

The promoter, on receipt of total price of Unit/Apartment for Residential usage alongwith parking, shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Unit/Apartment for Residential usage.

In case, the allottee/ association of allottees 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 promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

## **13. RIGHT TO ENTER THE UNIT/ APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:**

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

## **14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Estate 361, 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 Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ competent authority for rendering maintenance services.

## **15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT :**

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Apartment for Residential usage alongwith 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 Building, or the Unit/Apartment for Residential usage alongwith parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit/Apartment for Residential usage alongwith parking and keep the Unit/Apartment for Residential usage alongwith parking, its walls and partitions, sewers, drains, pipe and

appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2. The Allottee/ Association of allottees 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Unit/Apartment for Residential usage and parking or place any heavy material in the common passages or staircase of the Building. The promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit/Apartment for Residential usage and parking, as the case may be.
- 15.3. The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Unit/Apartment for Residential usage alongwith parking with the full knowledge of all laws, rules, related regulations, notifications applicable in the State and to the project.

#### **17. ADDITIONAL CONSTRUCTIONS :**

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

#### **18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit/Apartment for Residential usage and parking and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit/Apartment for Residential usage and parking.

#### **19. APARTMENT OWNERSHIP ACT OF HARYANA :**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations by laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided:-

License approval : 50 of 2025

Building plan approval : ZP-2160/JD(G)/2025/40365

Height Clearance granted by AAI dated : 29.05.2025

## **20. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving an fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of booking amount.

## **21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable).

## **22. RIGHT TO AMEND:**

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

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

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

## **24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per

the Payment Plan [Annexure C] 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ..... after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at ..... Hence this Agreement shall be deemed to have been executed at .....

**29. NOTICES:**

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

..... Name of Allottee  
..... (Allottee Address)

Max Estate Gurgaon Two Limited

Max House, Kh No 335/2, 355/18,337,  
and 1511/339, Okhla Industrial Estate,  
New Delhi, PIN-110020

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

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee 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 Allottees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the unit/ apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the allottee under the Agreement for Saleor under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

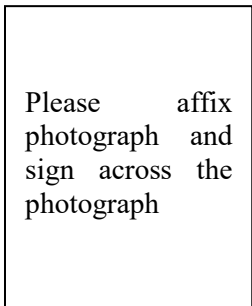
All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same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

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

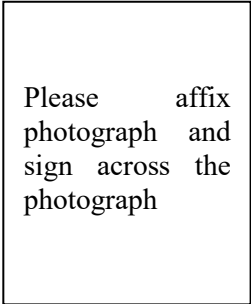
**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

- 1) Signature .....
- Name .....
- Address .....



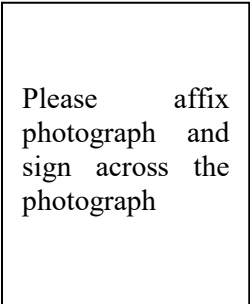
2) Signature .....  
Name .....  
Address .....



**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter: (including joint buyers)

1) Signature (Authorised Signatory).....  
Name .....  
Address .....



At ..... on ..... in the presence of :

**WITNESS:**

1. Signature .....  
Name .....  
Address .....

2. Signature .....  
Name .....  
Address .....

**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE UNIT/ APARTMENT FOR RESIDENTIAL USAGE AND PARKING**

**SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT**

**SCHEDULE 'C' - PAYMENT PLAN**

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/ APARTMENT FOR RESIDENTIAL USAGE)**

**SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

**Sale Consideration: Rs.** \_\_\_\_\_

**Stamp Duty Paid: Rs.** \_\_\_\_\_

### CONVEYANCE DEED

This Conveyance Deed (“**Deed**”) is signed and executed at Gurugram on this \_\_\_\_ day of \_\_\_\_ 20\_\_;

#### BY

**MAX ESTATES GURGAON TWO LIMITED** (CIN: U68100DL2024PLC424818, PAN - \_\_\_\_\_), a Company incorporated under the Companies Act, 2013, having its registered office at Max House, Kh No 335/2, 355/18,337, and 1511/339, Okhla Industrial Estate, New Delhi, PIN-110020, through its authorized signatory Mr. \_\_\_\_\_ duly authorized vide board resolution passed in the board meeting held on \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (hereinafter referred to as the "**Vendor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns).

#### IN FAVOUR OF

##### [If the Vendee is an Individual]

Mr. / Ms. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter called the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her, executors, administrators, successors-in-interest and permitted assigns).

##### [AND]

##### [If the Vendee is a Company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ through its Authorised Signatory

\_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter Referred to as the “Vendee” (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]

**[If the Vendee is a Partnership Firm]**

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

[AND]

**[If the Vendee is a HUF]**

Mr. \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_. For self and as the karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter referred to as the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[AND]

**[If the Vendee is a TRUST/SOCIETY/ANY OTHER]**

\_\_\_\_\_, a trust/society/ any other entity registered under the relevant provisions of law, having its office at, \_\_\_\_\_ (PAN \_\_\_\_\_) represented by its authorized representative, \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed

to mean and include the trustee or trustees, member or members, person responsible and duly authorised for the time being of the said trust/society/ any other entity registered under the relevant provisions of law, the survivor or survivors of them and their heirs, executors and administrators of the last surviving trustee, member or person responsible and duly authorised and his/her/their assigns).

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

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

## WHEREAS

A. Namo Realtech Private Limited (“Owner”) is the absolute and law full owner of land parcel admeasuring 57,847.38 square meters situated at Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana, PIN-122004 (“ Said Land”) vide sale deed(s) Sale Deed document no.-1312, Book No.-1, Volume No.-78, Page No.-58 on dated-02.05.2024, Sale Deed document no.-1282, Book No.-1, Volume No.-78, Page No.-50.5 on dated-02.05.2024, Sale Deed document no.-10360, Book No.-1, Volume No.-76, Page No.-167 on dated-05.04.2024, Sale Deed Sale Deed document no.-22147, Book No.-1, Volume No.-4759, Page No.- 6 to 8 on dated-10.12.2015, Transfer Deed document no.-6897, Book No.-1, Volume No.-1071, Page No.-7 of 8 on dated-09.09.2022, Sale Deed document no – 148, Book No.-1, Volume No.-76, Page No.-167 on dated-05.04.2024, Sale Deed document no.-7142, Book No.-1, Volume No.-85, Page No.-115.5 on dated-02.09.2024 registered in the office of the Sub-Registrar Gurugram Haryana. The Namo Realtech Private Limited and Max Estates Gurgaon Two Limited have entered into (i) joint development agreement dated-02.05.2024, registered as document no. 4503 in Book no. 1 and Volume No. 82, page no. 55.75 in respect of the land admeasuring 12.2438 acres and its Addendum Agreement dated-20.11.2024 registered as document no. 12916 in Book no. 1 and Volume No. 92, page no. 159 (**JDA 1**) (ii) joint development agreement dated-08.11.2024, registered as document no. 10184 in Book no. 1 and Volume No. 89, page no. 76 in respect of the land admeasuring 1.6375 acres and its Addendum Agreement dated-20.12.2024, registered as document no. 12917 in Book No. 1 and Volume No. 92, page no. 159.25 (**JDA 2**) (iii) joint development agreement dated-08.11.2024, registered as document no. 10185 in Book no. 1 and Volume No. 89, page no. 76.25 in respect of the land admeasuring 4.35625 acres and its Addendum Agreement dated-20.12.2024, registered as document no. 12915 in Book No. 1 and Volume No. 92, page no. 158.75 (**JDA 3**) (JDA 1, JDA 2 and JDA 3 are collectively referred to as “JDAs”) registered in the office of the Sub-Registrar Harsaru;

- B. The Said Land is earmarked for the purpose of a building residential project, comprising 5 Towers having 3 Basements and a Ground Floor, wherein Tower A consists of 37 Floors, Tower B4 consists of 47 Floors, and Tower B1, B3 & B2 consists of 46 Floors each and an EWS Tower consisting of a Ground Floor and 11 Floors, a Banquet (situated in Non-Tower Area), a Sports Centre (situated in Non-Tower area), Club (situated between Tower B1, B2, B3 & B4), Club-1 (situated in Tower A), Retail Shops (situated in Ground and Second Floor of Tower A), a Primary (situated in Tower A) and Nursery School (situated in Non-Tower area) and the said project shall be known as 'Estate 361' ("**Project**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The Director, Town & Country Planning Department ("**DTCP**") has granted the approval/sanction to develop the Project *vide* approval dated 16.10.2025 bearing sanction no. ZP-2160/JD(G)/2025/40365;

**NOW, THEREFORE, THIS CONVEYANCE DEED WITNESSES AS FOLLOWS:**

1. That in pursuance of the Agreement for Sale No. \_\_\_\_\_ dated \_\_\_\_\_ and for a total sale consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ("**Total Price**") paid by the "**Vendee**" to the "**Vendor**", the receipt of which is hereby acknowledged by the "**Vendor**", the "**Vendor**" does hereby transfer, convey and assign by way of sale unto the "**Vendee**" the entire rights, title, interest in the said Apartment/Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Sq. Mtrs. (or \_\_\_\_\_ Sq. Ft.), on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ ("**Apartment/Unit**") of the Project along with the exclusive right to use \_\_\_\_\_ number of car parking bearing no. \_\_\_\_\_ and pro rata right/interest in the common areas as declared under Deed of Declaration of the Project, with all rights, liberties, privileges, easements necessary for the enjoyment of the said Apartment/Unit absolutely and forever in favour of the "**Vendee**" subject to the terms and conditions set herein forth and permitted and laid down by the authorities on this behalf. The percentage of the undivided interest/share in the common areas of the Project and attributable to the Apartment/Unit/Unit as per the deed of declaration of the Project, shall not be separated from the Apartment/Unit/Unit and shall be deemed to be conveyed with the Apartment/Unit/Unit.

2. That the **“Vendee”** has paid its share of External Development Charges (**“EDC”**) and Infrastructure Development Charges (**“IDC”**) as applicable and payable to the govt. or local authority and that has been treated as part of the Total Price for the purpose of levy of stamp duty. The **“Vendee”** further agrees to pay any additional sum/charges which may be levied by any govt. or local body for the provision of any services for the Apartment/Unit. In case of revision/increment including those of EDC & IDC, the same shall be payable by the **“Vendee”** on demand by the **“Vendor”**. If such charges are increased (including with retrospective effect) and the same becomes due and payable, the **“Vendee”** shall pay the same and such charges shall be treated as unpaid Total Price of the said Apartment/Unit. The **“Vendee”** agrees that in case of an increase in EDC charges, whether prospective or retrospective, the same shall, including interest thereon, be borne by the **“Vendee”** in proportion to the carpet area of the said Apartment/Unit. For this purpose, the EDC/IDC charges by the Government authorities on a gross acre basis shall be deemed to have been levied on carpet area only.
3. The vacant and peaceful possession of the above-described Apartment/Unit has been handed over to the **“Vendee”** by the **“Vendor”** to the complete satisfaction of the **“Vendee”** and the **“Vendee”** has taken over the same to his complete satisfaction in respect of its area, location, dimensions, specifications etc. and there is no issue whatsoever in this regard in terms of the Agreement for Sale. The **“Vendee”**(s) has been left with no claim in this regard against the **“Vendor”**.
4. That the **“Vendee”** without any rebate or deduction whatsoever shall pay to the concerned authority any and all other taxes, charges, levies and impositions, payable for the time being in relation to the proportionate share of the **“Vendee”** in the said Land underneath the tower where the Unit is situated.
5. That the **“Vendee”** has confirmed to the **“Vendor”** that he is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project in general and the said Apartment/Unit in particular and the **“Vendee”** agrees to abide by all such laws, by-laws, rules, regulations, notifications etc. as may be made by the Government/Local Authority/agencies relating to the Project and the said Apartment/Unit including the terms and conditions of the Licenses and other agreement executed with the DTCP/other authorities.
6. That the said Apartment/Unit transferred/sold under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree, court attachment, etc.,

except as disclosed by the owner/ "Vendor" before Haryana Real Estate Regulatory Authority, Gurugram. The "Vendee" hereby confirms that he/she has inspected the said Apartment/Unit and found the same in good and satisfactory order, and he is fully satisfied with the specifications of the said Apartment/Unit. All the outstanding dues for the said Apartment/Unit have been cleared/paid by the "Vendor" upto the date of offer of possession of the said Apartment/Unit to the "Vendee", thereafter payment of all such dues shall be the sole responsibility/liability of the "Vendee".

7. That the "Vendee" shall comply with and carry out, from time to time even after the execution of the Deed, the requirements, requisitions, demands and repairs which are required by any Authority viz. Haryana Urban Development Authority, Director Town & Country Planning, Municipal Authority or any other Government/Competent Authorities in respect of the said Apartment/Unit and/or construction over the said Apartment/Unit at his own cost and keep the "Vendor" indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
8. That, the "Vendee" shall not carry out fragmentation, sub-division, partition of the said Apartment/Unit in any manner whatsoever, under any circumstances unless so permitted by rules, law laid down by the authorities and such permission has been obtained by the "Vendee", failing which the "Vendee" shall be solely and exclusively liable for all consequences arising there from.
9. That the upkeep and maintenance of common/open areas and facilities in the Project shall be discharged by the "Vendor" (or its nominee/assignee) through a maintenance agency ("Maintenance Agency"). The "Vendee" agrees to execute a separate Maintenance Agreement with said Maintenance Agency and strictly adhere to the same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Agency. The "Vendee" undertakes to abide by all the rules/byelaws framed by the Maintenance Agency for the Project. The "Vendee" understands and acknowledges that the Maintenance Agency shall be appointed on a principal-to-principal basis, and the "Vendee" hereby agrees and confirms that the Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the "Vendee". The "Vendee" hereby expressly discharges the "Vendor" (or its nominee/assignee) from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

10. That the “Vendee” shall pay prevailing taxes, charges, levies and impositions payable for the time being by the “Vendee” as occupier of the said Apartment/Unit, as and when, the same becomes due or payable. In addition, thereto, the “Vendee” shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per the maintenance agreement executed separately between the “Vendee” and “Vendor” (its nominee / assignee / Maintenance Agency, as the case may be).
11. The “Vendee” agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which include power back-up, club, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company/agency by the “Vendor” (or its nominee/assignee).
12. That the usage rights of \_\_\_\_\_ dependent/allotted/designated car parking spaces (being Car Parking No. \_\_\_\_\_ in anywhere in the parking bay for the Project [is/are] made available inside the Project to the “Vendee”, and the said car parking shall always be treated as integral part of the above said Unit, and the same shall not have any independent legal entity detached from the said Unit. The “Vendee” has been explained that the said dependent car parking shall be used by the “Vendee” as per terms and conditions of the maintenance agreement executed separately between the “Vendee” and “Vendor” (or its nominee/assignee, as the case may be).
13. The “Vendee” shall get exclusive possession of the carpet area of the Apartment/Unit and is being transferred the title of the same along with the undivided, impartible, unidentified title to the portion of the said Land where the Project is situated in proportion to the Apartment/Unit area of the said Apartment/Unit to the total constructed FAR area in the Project within which the Apartment/Unit is situated. The “Vendee” shall have all the rights, interests or title jointly in the remaining part of the Project comprising all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall remain the joint property of all the “Vendee” in the proportionate ratio of Apartment/Unit area owned out of total FAR of the Project. The right of usage of the common facilities is subject to the covenants herein and up-to-date payments of all dues.
14. Apart from the rights of the “Vendee” stated above, the “Vendee” shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipment, infrastructure, lobbies, staircases, lifts, terrace/roof within the Project. However, the “Vendee” shall only have the right to enjoy the benefits of the open spaces, common areas, facilities, equipment, infrastructure, lobbies, staircases and lifts subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance

Agency. Further, the **“Vendee”** or any other person(s) claiming through the **“Vendee”** shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The **“Vendee”** doth hereby agrees and confirms that the **“Vendee”** shall not create any blockages, obstructions, elevations or constructions in the common areas and spaces and shall indemnify the **“Vendor”** for any losses and damages to the **“Vendor”** for any of its acts of omissions or commissions in this regard.

15. The **“Vendee”** understands and acknowledges that the **“Vendor”** (or its nominee/assignee) may carry out the development of other projects/phases within the said Land, and that such other projects/phases may be adjoining to the project/phase where the Unit is situated. Further, the essential/common facilities and amenities (including club facilities) of the projects/phases may be interlinked and interconnected with each other, in the manner deemed fit by the **“Vendor”** (or its nominee/assignee/maintenance agency), in compliance with applicable law.
16. That any transfer, sale, assignment, conveyance or otherwise parting with the possession of the said Apartment/Unit by the **“Vendee”**, shall be subject to payment of the prevailing transfer charges and obtaining a No-objection Certificate (NOC) from the **“Vendor”** (or its nominee/assignee)/Maintenance Agency, in addition to whatsoever other amount as payable to the **“Vendor”**. The decision of the **“Vendor”** (or its nominee/assignee) in respect of the transfer charges and permission for transfer will be final and binding upon the **“Vendee”**.
17. In case, the **“Vendee”** has obtained a loan from any bank/financial institution on the above said Unit, the **“Vendee”** hereby undertakes to pay the dues of such bank/financial institution in exclusion to the **“Vendor”** herein.
18. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the **“Vendee”** shall be entitled to create a tenancy of the whole of the residential Apartment/Unit for the purposes of the private residential dwelling only.
19. That the **“Vendee”** shall, at all times, pay directly to the concerned authority, all government dues or any other dues of authority, local bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments leviable by whatever name, in respect of the land or the Apartment/Unit, which are now or may at any time hereafter be assessed, charged or becomes due or imposed upon the Apartment/Unit.
20. That the **“Vendee”** shall in all respect comply with and remain bound by law, rules concerning

building, drainage, and other by-laws of the competent authorities for the time being in force or whenever becomes applicable in future. Along with above said, all the terms and conditions of the brochures of scheme, allotment building by-laws and amended from time to time shall be binding upon “Vendee”.

21. That the “Vendee” shall not, make any alteration or otherwise subdivide or amalgamate the above said Apartment/Unit. There shall be no temporary or permanent coverage of the balcony or common areas, passages, space etc. In case of breach of this covenant by the “Vendee”, the “Vendee” shall be solely responsible and liable for penal and other legal consequences.
22. That the “Vendee” will use the Apartment/Unit exclusively for residential purposes and no other purposes. Under no circumstances shall the “Vendee” contravene the safety provisions while using/occupying the above-/said Apartment/Unit. In violation, the “Vendee” shall be solely responsible and liable for the consequences as per law.
23. That the “Vendee” shall not in any manner whatsoever encroach upon the common land/areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost and consequence of the “Vendee”.
24. That the “Vendor” (or its nominee/assignee) or Maintenance Agency (or associate or any other company of the “Vendor”) shall charge from the “Vendee” proportionate share as may be determined by the “Vendor” (or its nominee/assignee)/ Maintenance Agency of all deposits and charges paid or payable for consumption of electricity for power back-up and common areas. The “Vendee” agrees to enter into and execute the power supply agreement and/or all or any other documents, as may be required for this purpose.
25. No “Vendee” including the “Vendee” of the top floor Residential Apartment/Unit shall have any exclusive rights of use of the terrace above the Apartment/Unit. The “Vendee” confirms and acknowledges that the rights and title of the terrace above the Building where the Apartment/Unit is situated shall be the part of the common area and the Vendor/Maintenance Agency shall have the exclusive rights to access and develop the same. The terrace shall also be available to the occupants of the building/tower in times of emergencies. No unauthorised construction, temporary or permanent, is permitted to “Vendee” in the Project or terrace or in the allotted Apartment or any part thereof. The right of “Vendee” shall however be subject to provisions of all applicable Laws, bye laws and rules etc. The “Vendee” has agreed that solar installations with steel structures for a sustainable environment will not be objected to by the

**“Vendee”**, and the **“Vendor”** (or its nominee/assignee)/Maintenance Agency will have sole right to install solar panels on the rooftop and utilize the energy as deems fit.

26. The **“Vendee”** shall insure the premises comprehensively either singly or collectively with other vendees and keep the insurance updated at all times.
27. The **“Vendee”** further declares that he/she shall not use or occupy any part of the Project other than the allotted Unit and those Common Areas and facilities specifically permitted for use by the Vendee under this Deed. The Vendee shall have no right over any unsold units, EWS apartments, stores, parking spaces, or commercial areas not allotted to them.
28. That the **“Vendee”** and all other persons claiming under him/her shall ensure that the Project premises are kept in good shape and repairs, and he/she shall ensure that no substantial material damages are caused to the Project premises or to the sanitary works therein.
29. That the **“Vendee”** has understood and hereby agree that the present Deed does not create any independent right, title or interest of the **“Vendee”** in the earmarked commercial areas of the Project which has been allotted or may be allotted by the **“Vendor”** (or its nominee/assignee) to any third party for commercial purposes. The commercial area in the complex is the facility for convenience services to the residents as an independent area of the Project, as well as, for outsiders and the **“Vendee”** has no objections for the same. The **“Vendor”** (or its nominee/assignee) shall be entitled to sell, transfer, convey or let-out the said commercial areas at his own discretion.
30. That under no circumstances, shall the **“Vendee”** harm or cause to be harmed or damaged, the peripheral walls, front, side and rear elevations of the said Unit in any manner. The **“Vendee”** shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the **“Vendor”** (or its nominee/assignee) or nominated association/company maintaining the said Unit/Project/complex/building. The **“Vendee”** shall not remove any wall of the said Unit including load bearing walls and all the walls/structures of the same remain common between the **“Vendee”** and the owners of the adjacent units.
31. That the **“Vendor”** (or its nominee/assignee) reserves the sole right to develop the unused areas and/or common areas in the Project in accordance with the necessary sanctions as and when obtained by the **“Vendor”**, and the **“Vendee”** shall have no right of objection or reservation,

whatsoever in this regard.

32. That the **“Vendee”** shall not carry out fragmentation/sub-division of the said Unit in any manner whatsoever, under any circumstances and in case it is done, the **“Vendee”** shall be solely and exclusively liable and responsible for all consequences/damages arising therefrom.
33. The **“Vendee”** undertakes and assures that he/she has received the possession of the allotted Unit after a detailed inspection of the Unit, on all material aspects including but not limited to carpet area of the Unit, quality of construction, workmanship, materials used in construction, finishing/fittings, fixtures, specifications, etc. and the **“Vendee”** does not have any objection and is fully satisfied, with the workmanship and quality of the Unit. That all amenities which were promised to the **“Vendee”**, have been provided to the **“Vendee”** to their complete satisfaction, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder. The **“Vendee”** further confirms that they have checked and verified the title of **“Owner”** in the said Land and are completely satisfied with respect to the same. Since the **“Vendee”** has completed due diligence of all the papers/documents mentioned hereinabove to his/her/its complete satisfaction, the **“Vendee”** undertakes not to raise a dispute on any of the above mentioned aspects either in the present or in future.
34. That the **“Vendee”** shall not display or exhibit any picture, poster, statue or articles which are repugnant to the morals or are indecent or immoral on the walls of allotted apartment doors thereof. The **“Vendor”** (or its nominee/assignee) shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building. The **“Vendor”** (or its nominee/assignee) shall be entitled to recover the charges for uses of such publicity/display areas for the uses.
35. That the **“Vendor”** (or its nominee/assignee) has the right to put the hoardings etc. on the terrace on the elevation or on the boundary wall or any other place of the Project and to sell/rent/permit for use by the intending users, for which the **“Vendee”** would have any objection whatsoever.
36. The **“Vendee”** undertakes to apply and obtain membership of the Association of Allottees (AOA) formed under the supervision of the **“Vendor”**, as per the law applicable. The **“Vendee”** further undertakes that he/she will not accept or recognize nor form any other association.

37. That the “Vendor” has provided certain facilities for the occupants of the complex with the extended use by the relatives & guests which excludes outsiders, or lessees/tenants, as may be allowed by “Vendor”. The “Vendee” shall also be entitled to use the same in adherence to the rules/regulations framed by the “Vendor” for the use of such facilities on payment of charges etc.
38. That the stamp duty, registration charges and all other incidental charges required for execution and registration of this Deed shall be exclusively borne by the “Vendee”.
39. That any dispute arising out of this Deed shall be referred to arbitration under the provisions of the Arbitration & Conciliation Act, 1996 (as amended) before a sole arbitrator to be appointed under the said act. The venue of arbitration proceedings shall be at Gurugram, and the language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the Parties, which shall be subject to the final award by the arbitrator. For other matters excluding the arbitration proceeding, the District Courts at Gurugram, Haryana shall only have the jurisdiction.

**SCHEDULE**  
**APARTMENT/UNIT**

Apartment/Unit bearing Apartment No. \_\_\_\_\_ on \_\_\_\_\_ Floor in Tower \_\_\_\_\_ in the Project known as ‘Estate 361’ constructed upon a portion of the land falling within the “said Land” admeasuring 14.2944 acres situated at Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana, PIN-122004 having carpet area of \_\_\_\_\_ Sq. Ft. (or \_\_\_\_\_ Sq. Mtrs. together with proportionate undivided impartible interest in land on which the Unit is situated, as per enclosed plan, and bounded as follows:

East : As Per Site Plan  
West : As Per Site Plan  
South : As Per Site Plan  
North : As Per Site Plan

**IN WITNESS WHEREOF**, the parties have signed and executed this deed on the day month and year

above written in the presence of:

**SIGNED AND DELIVERED,**

**SIGNED AND DELIVERED,**

For and on behalf of **Max Estate Gurgaon Two Limited** by:

---

Name:

Designation: Authorised Signatory

**SIGNED AND DELIVERED,**

For and on behalf of ("**Vendee**") by:

---

Name:

**WITNESSES:**

**1.**

**2.**

## Payment Receipt

Mr./Ms. \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

Contact Number : \_\_\_\_\_

Email Id : \_\_\_\_\_

Co-Allotee Name : \_\_\_\_\_

GSTIN : \_\_\_\_\_

Project Name : Estate 361

Tower : \_\_\_\_\_

Unit No. : \_\_\_\_\_

Receipt No. : \_\_\_\_\_

Receipt Date : \_\_\_\_\_

Subject : Acknowledgement and Payment Receipt for Apartment/Unit No. \_\_\_\_\_,  
Tower \_\_\_\_\_, at Estate 361, Gurugram.

Dear Sir/Madam,

We hereby acknowledge the receipt of your payment towards the above-mentioned Apartment/Unit at Estate 361. The details of the same are provided below for your reference and record:

S.No.	Milestone	Invoice Date	Invoice No.	Payment Description	Payment Mode	Reference No.	Payment Date	Amount Paid (INR)

We appreciate your continued partnership and stay committed to creating a seamless *LiveWell* journey for you.

Should you require any assistance or have any queries, please do not hesitate to reach out to our Customer Relationship team at [crm@maxestates.in](mailto:crm@maxestates.in)

Warm regards,

For Max Estates Gurgaon Two Limited

Authorized Signatory