

**PROFORMA
AGREEMENT FOR SALE**

(Based on the Draft Haryan Real Estae (Regulation & Developemnt) Rules ,2017)
(Subject to such changes & modifications)

This Agreement for Sale (" **Agreement** ") executed on this ____ (Date) day of ____ (Month) , 20____,

By and Between

M/S PIONEER URBAN LAND & INFRASTRUCTURE LIMITED (CIN No.), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-22, 3rd Floor, Green Park, Aurobindo Marg, New Delhi-110016 and corporate office at 5th & 7th Floors, Paras Down Town Center, Sector – 53, Golf Course Road, Gurgaon – 122002, (PAN - _____), 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 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 an Individual]

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

[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).


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[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 for Sale, unless the context otherwise requires,-

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “**Agreement**” means this proforma Agreement for Sale (*as defined hereinabove*) drafted in accordance with the provisions of the Rules as prescribed and may be subject to changes or modifications as per the final notified Rules
- (c) “**Apartment or Flat** ” shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975) and under Recital G hereinafter;
- (d) “**Approved Plans**” shall mean the plans including layout plans as earmarked or otherwise ,other plans and designs of Project constructed or to be constructed on the Project Land (as defined herein below) , which has been duly approved,seperatly or as part of Total Real Estate Development ,by the local authority sin full including any variations therein which may subsequently be made by the Promoter and/or architect (s) in accordance with Applicable Laws
- (e) “**Approved Plans OF Total Real Estate Development** ” shall mean the plans including layout plans other plans and designs of Total Real Estate Development constructed or to be constructed on the Total Project Land (as defined herein below) , which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect (s) in accordance with Applicable Laws
- (f) “**Association of Allottees**” means a collective of the Allottees of the Project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members, ans shall include the authorised representatives of the Allottees;
- (g) “**Part Booking Amount and Booking Amount** ” : Herein 10% ten per cent) of the Total Price of the Apartment paid by the Allottee shall be referred thereof as such or shall be referred to as Part Booking Amoun, and Part Booking Amount along with any marketing brokerage/commission paid , any administrative costs, any other registration/cancellation stamp dutiy , other charges , fees etc incurred by the company with respect to the Apartment shall be referred to as Booking Amount .
- (h) “**Car Parking**” means a space enclosed or unenclosed, to park vehicle together with a driveway connecting the car parking space with a street permitting ingress and egress of the vehicles;
- (i) “**Carpet Area**” means the net useable floor area of the Apartment, excluding the area covered by the external walls, area 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;
- (j) “**DTCP**” shall mean the Director, Town and Country Planning, Haryana, Chandigarh and any other relevant officer exercising his powers;
- (k) “**EDC**” shall mean the charges for external development levied/. leviabale on the Group Housing Complex (by whatever name called or in whatever form) imposed by Government Authority and includes any increase in such charges and interest thereon as may be applicable, from time to time, on the project or as apportioned on the project ;

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- (l) **"Government"** means the Government of the State of Haryana;
- (m) **"HUDA"** shall mean the Haryana Urban Development Authority, a statutory development body created under the Haryana Urban Development Act, 1977 by the Government of Haryana;
- (n) **"IBMS"** means the interest bearing maintenance security to be paid by the Allottee for the maintenance and upkeep of the Group Housing Complex/ Building/ Apartment to be paid as per the payment plan to the Promoter or to the MSA @ Rs. 100/- per sq. ft of the Carpet Area of the Apartment;
- (o) **"IDC"** shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities etc. includes additional levies, fees, cesses, charges and any further increase in any such charges and interest thereon, as may be applicable, from time to time, on the project or as apportioned on the project;
- (p) **"Layout Plan"** means a plan of the Project depicting the division or proposed division of Project into plots, roads, open spaces, etc and other details, as may be necessary;
- (q) **"Limited Common Areas and Facilities"** shall have the meaning as defined in the Haryana Apartment Ownership Act, 1983 and the Act;
- (r) **"Maintenance Agreement"** shall mean the maintenance agreement to be executed by the Allottee with the MSA;
- (s) **"Maintenance Service"** shall mean maintenance of the essential services with respect to the Project;
- (t) **"Maintenance Service Agency" or "MSA"** shall mean the Person appointed/ designated by the Promoter/ RWA for providing the maintenance and upkeep of the services with respect to the Apartment/ Building/ Group Housing Complex in the Araya Project;
- (u) **"Rules"** means Draft Haryana Real Estate (Regulation & Development) Rules made under the Real Estate (Regulation and Development Act, 2016;
- (v) **"Section"** means a section of the Act;
- (w) **"Structural Defects"** means actual physical damage/ defects to the designated load-bearing elements of the Building, Apartment or unit like faults, breakage or cracks, appearing over time in elements such as load bearing columns, walls, slabs, beams etc. which can affect the strength and stability of the Apartment or the Building and shall include any of the followings, namely: (i) defects due to design attributes of reinforced cement concrete ("**RCC**") or structural mild steel ("**MS**") elements of an engineered (structurally designed) Building structure, (ii) defects due to faulty or bad workmanship of RCC or MS work, (iii) defects due to materials used in such RCC or MS work, (iv) major cracks in masonry work that are induced as result of failures of RCC or MS work, (v) any defect which is established to have occurred on account of negligence, use of inferior materials or non-adherence to the regulatory codes of practice by the Promoter.
- (x) **"Total Land"** , 'Project Land 'or 'Land' or 'Said Land ' , 'Total Real Estate Development' and 'Project or Araya Project or Said Project ' shall have the same meaning as ascribed to it in Recital A & Recital B, of this Agreement, respectively.

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WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally admeasuring 24.606 acres situated at Village Ghata, Sector 62, Golf Course Extension Road, situated at District Gurgaon, Haryana ("**Total Land**") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar and includes land admeasuring sq mtrs owned by the Promoter vide sale deed (s)dt registered as document no _____ at the office of Sub -Registrar and herein after called as **Project Land or Land or Said Land** ;
- B. The Total Land is earmarked for the purpose of building group housing colony projects, comprising _____ multistoried apartment buildings constitutes Total Real Estate Development and land admeasuring _____ acres over **Project Land** comprising 4 (Four) multistoried apartment buildings constituting group housing project herein after referred to as 'Araya Project' /"**Project/ Said 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 Total Land & for Project Land on which Project is to be constructed have been completed;
- D. The _____ *[Please insert the name of the concerned competent authority]* has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;
- E. The Promoter has obtained the final Layout Plan, sanctioned plan, specifications and approvals for the Total Real Estate Development & Project and also for the apartment, plot or building, as the case may be, from _____ *[Please insert the name of the concerned competent authority]*. The Promoter agrees and undertakes that it shall not make any changes to the approved plans of the said project except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having Carpet Area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with usage rights for Car Parking no. 3 (three) admeasuring _____ square feet in the _____ *[Please insert the location of the garage/covered Car Parking]*, as permissible under the applicable law and of *pro rata* share in the Limited Common Areas and Facilities as defined under clause (n) of Section 2 of the Act (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 Allottee is aware that the said Apartment derives its landmark value and exclusive appeal from the unique value added services/amenities being installed in the Araya Project by the Promoter coupled with high standards of maintenance thereof and as such, the proper up-keep and maintenance thereof is an inseparable aspect of such value and appeal. Towards this end, the Allottee shall in due course of time execute the Maintenance Agreement for the Araya Project with the Maintenance Service Agency ("**MSA**") and for the term committed by it on behalf of the Allottee/Resident Welfare Association ("**RWA**") to the MSA.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Car 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 Apartment as specified in para G.

1.2 The Total Price for the Apartment based on the Carpet Area is Rs. _____ (Rupees only) ("**Total Price**").

Block/Building/Tower no. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet
Exclusive Open Terrace	Rate
Exclusive Balcony Area	Rate
Exclusive Verandah Area	Rate

AND

Car Parking -1	Rate of Apartment per square feet
Car Parking -2	Price for 1
Car Parking -3	Price for 2
	Price for 3

AND

External Development Charges (EDC)	Rate per sq. ft. of Carpet Area
Internal Development Charges (IDC)	Rate per sq. ft. of Carpet Area
Preferential Location Charges (PLC)	Rate Penthouses : 10% of basic sale price Town Houses: 5% of basic sale price Special Units : 5% of basic sale price
IBMS	Rs. 100/- (Rupees one hundred only) per sq. ft of the Carpet Area of the Apartment.
Maintenance Charges	Rate upto as stated in Caluse 11.
Others, if any*	Rate
Total Price (in Rupees)	

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Accepted

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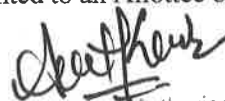
Explanation:

- (i) The Total Price above includes the part Booking Amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, Cess or any other similar taxes and also includes any fees, charges, levies etc. which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottees or the competent authority, as the case may be, after obtaining the occupation certificate:

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/reduced based on such change / modification:


Provided further that 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 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/levies/charges etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment along with Car Parking (if applicable) includes recovery of price of Project Land, construction of not only the Apartment but also the Limited Common Areas and Facilities, internal development charges, external development charges, taxes/levies/charges, 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 Limited Common Areas and Facilities, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project along with parking (if applicable).
- 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 Club Membership Charges of Rs. _____ (if any) will be exclusive of the Total Price and will be paid separately.
- 1.6 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.



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- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, Layout 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 or Building, as the case may be, in the Araya Project without the previous written consent of the Allottee as per the provisions of the Act. 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.
- 1.8 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate 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 forty-five 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 5 (Five) percent of the Carpet Area of the apartment, allotted to 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.
- 1.9 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment alongwith the Car Parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment alongwith the Car Parking (if applicable);
 - (ii) The Allottee shall also have undivided proportionate share in the Limited Common Areas and Facilities. Since the share/ interest of Allottee in the Limited Common Areas and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Limited Common Areas and Facilities 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 Limited Common Areas and Facilities to the Association of Allottees after duly obtaining the occupation certificate from the competent authority as provided in the Act;
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.
- 1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/covered Car Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including Project Land cost, ground rent, municipal or other local taxes, 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 outgoings 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 outgoings 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.
- 1.12 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as part Booking Amount being part payment towards the Total Price of the Apartment along with the Car Parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the


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remaining price of the Apartment along with the Car Parking (if applicable) 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 Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction 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 Rs. _____ payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any 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 the 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 necessary formalities if any 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee 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 Apartment along with the Car Parking (if applicable), 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 completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment along with the Car Parking (If applicable) to the Allottee and the Limited Common Areas and Facilities to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed Layout Plan, specifications, amenities and facilities of the Apartment along with the Car Parking (if applicable) and accepted the floor plan, payment plan and the

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specifications, amenities and facilities [annexed along with this Agreement] with respect to the Araya Project which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said Layout Plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities for the project and shall also strictly abide by Haryana Building Code, 2017, FAR and density norms and provisions prescribed by DTCP, Haryana and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment along with the Car Parking (if applicable) to the Allottee and the Limited Common Areas and Facilities to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with Car Parking (if applicable) and ready and complete Limited Common Areas and Facilities with all specifications, amenities and facilities of the Project ready and complete Limited Common Areas and Facilities with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate Project or any other reason beyond the control of the Promoter ("Force Majeure"), court orders, Government policy/guidelines and decisions affecting the regular development of real estate project. If, however, the completion of the Project is delayed due to the Force Majeure and other conditions as mentioned above, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions and other conditions as mentioned above are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions and other conditions as mentioned above, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 (Ninety) days from that date. The promoter shall intimate the allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that 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.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupation certificate from the competent authority shall offer in writing the possession of the Apartment along with the Car Parking (if applicable), to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of occupation certificate. 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 Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the completion certificate for the Project. The Promoter shall hand over the occupation certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.2 Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment along with the Car Parking (if applicable) 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 Apartment along with the Car Parking (if applicable) to the allottee. In case the Allottee fails to comply with necessary documentation, undertakings etc. or fails to take possession within the time provided in this Agreement, such Allottee shall continue to be liable to pay such maintenance charges.

7.3 Possession by the Allottee- After obtaining the occupation certificate of the building block in respect of handing over the physical possession of the Apartment along with the Car Parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, Limited Common Areas to the Association of Allottees or the



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competent authority as the case may be.

- 7.4 **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 allottees 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 along with any taxes/charges/levies etc. paid by the Promoter 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 90 (ninety) days of such cancellation.

- 7.5 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project 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 .Except for occurrence of a Force Majeure event, court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Apartment along with the Car Parking (if applicable) (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 Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (Ninety) days of it becoming due. Provided that where 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 handing over of the possession of the Apartment, which shall be paid by the Promoter to the allottee within 90 (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 Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project 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 Project Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Apartment 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, Project Land, Building and Apartment and Limited Common Areas and Facilities;
- (vi) 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;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other

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agreement/ arrangement with any person or party with respect to the said Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment along with the Car Parking (if applicable) to the Allottee and the Limited Common Areas and Facilities to the Association of Allottees or the competent authority, as the case may be;
- (x) 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;
- (xi) 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 occupation certificate has been issued and possession of apartment, plot or building, as the case may be, along with Limited Common Areas and Facilities (equipped with all the specifications, amenities and facilities) as per the Haryana Development and Regulation of Urban Areas Act, 1975, has been handed over to the allottee and the Association of Allottees or the competent authority, as the case may be;
- (xii) 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 Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, court orders, Government policy/guidelines, decisions and for reasons beyond the control of the Promoter, 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 Apartment along with the Car Parking (if applicable) 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 apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate, has been issued by the competent authority;

2.

- (i) 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 milestones and only thereafter the Allottee be required to make the next payment without any interest; 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 apartment, along with interest at the rate prescribed in the Rules within 90 (Ninety) days of receiving the termination notice:



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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 Apartment along with the Car Parking (if applicable), which shall be paid by the promoter to the allottee within 90 (Ninety) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (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 90 (Ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment along with the Car Parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the Booking Amount and the interest liabilities on delayed payment and. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination. 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 2 (two) percent. The balance amount of money paid by the allottee shall be returned by the Promoter to the allottee within 90 (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.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Limited Common Areas and Facilities within 3 (Three) months but not later than 6 (Six) months from the date of issuance of the occupation certificate, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months but not later than 6 (Six) months from the date of issue of occupation certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

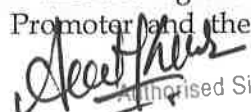
11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

11.1 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 upon the issuance of the occupation certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

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.

11.2 Maintenance Service Agency or MSA

- (i) The Allottee understands that the Project showcases the special and unique brand value sought to be projected by the Promoter. The Allottee has been made aware that the maintenance of the Project and its infrastructure is critical to showcase and maintain the landmark value and exclusive appeal unique to this Project. The Allottee further understands and agrees that the Maintenance Services are being conceived, planned and installed by the Promoter keeping in mind the collective requirement for all the residents/occupants of the Project. Towards this end, the Allottee agrees and hereby undertakes to sign the Maintenance Agreement with the Promoter and the MSA to be


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nominated by the Promoter at their sole discretion.

- (ii) However the maintenance charges for the entire complex of which Building shall only be one of the buildings may be billed to the said nominated agency and the MSA shall in turn bill the same in proportion to Carpet Area of the said Apartment to the Allottee and other occupants as determined by the Promoter /MSA and the Allottee agrees to pay the same.
- (iii) The Promoter has made a conscious choice to provide many customized and high end/value added services for the collective benefit of the residents of the Project, and these shall be installed and maintained at the shared cost of all the residents of the Project, which costs shall be included in the periodic bills for the Maintenance Charges to be raised on the Allottee based on its share of the pro-rated carpet. The Allottee understands and hereby specifically agrees to contribute its proportionate share therein, as determined by the MSA and as and when demanded by the Promoter or the MSA in accordance with the Maintenance Agreement.
- (iv) Some of the above mentioned proposed services which are to be provided by the MSA for the Project, may include, without limitation, gated video and patrol security, cyber and communications infrastructure and access points, 24 hour round-the-clock power back-up, horticulture, landscaping of designated park as well as the civic services like cleanliness and maintenance of the infrastructure, road, and garbage collection. It is however clarified that those specific services, as may fall in the domain of municipal services or other local authority, if any, shall only be maintained by the MSA only until the same is taken over by the municipal or other local Authorities.

11.3 Delay in Payment of Maintenance

- (i) In order to secure due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the Promoter /MSA, the Allottee agrees to deposit, as per the Schedule of Payments / Payment Plan given hereunder and to always keep deposited with the Promoter IBMS calculated at the rate of Rs.100/- per square foot of the Carpet Area of the said Apartment.
- (ii) In case of failure of the Allottee to pay the maintenance bills, other charges on or before the due date, the Allottee in addition to permitting the Promoter to deny it the right to avail the Maintenance Services also authorizes the Promoter to adjust the principal amount of the IBMS against such defaults. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per square foot of the Carpet Area of the said Apartment, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Promoter.
- (iii) The Promoter reserves the right to increase/decrease the IBMS from time to time in keeping with the increase /decrease in the cost of Maintenance Services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Promoter. If the Allottee fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Allottee authorizes the Promoter to withhold all the services, amenities including but not limited to water and electricity etc. so enjoyed till such time as the Allottee makes good the increase in the IBMS and/or the short fall as stated above
- (iv) The Promoter shall have the right to transfer the net balance of the IBMS of the Allottee (deposit minus outstandings payable by Allottee) to the MSA or as the case may be any time after the execution of the Conveyance Deed and thereupon all the obligations of the Promoter regarding the repayment of the IBMS shall stand completely discharged and satisfied in full.

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- (v) Upon such transfer of funds to the MSA, the Allottee have agreed to and shall be bound to pay any fresh IBMS as may be demanded by the said MSA on such terms as the said MSA may deem fit in its absolute discretion in order to secure performance of the maintenance payment obligations of the Allottee.

It is reiterated that the Intending Allottee also understands that it will be liable to pay its proportionate share of the recurring Maintenance Charges, prorated in accordance with the Area, as determined by MSA from time to time depending upon its costs of operations and the actual expenses incurred by it for maintenance of the Araya Project.

11.4 Apartment Maintenance after Possession

- (i) That the Allottee shall, after taking over the possession be solely responsible to maintain the said Apartment at his own cost, in a good repair and habitable condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment, or the staircases; lifts, common passages, corridors, circulation areas, atrium or the compound which may be violation of any laws or rules of any Authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support shelter etc. of the Building or pertaining to the Building in which the said Apartment is located, is not in any way damaged or jeopardized.
- (ii) The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
- (iii) The non-observance of the provisions of this clause shall entitle the Promoter /MSA, to enter the said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Intending Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

12. STRUCTURAL 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 30 (thirty) days or such reasonable time, 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, by means of carrying out structural or architectural changes from the original specifications/designs.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Limited Common Areas and Facilities, garages/covered Car Parking and Car Parking spaces for providing necessary Maintenance Services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as Car 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 Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as Car Parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering Maintenance Services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment along with the Car Parking (if applicable) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment along with the Car Parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee 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 Limited Common Areas and Facilities. 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 shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

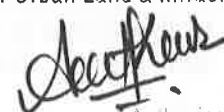
16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Apartment along with the Car Parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable 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 as provided in the Act.

For Pioneer Urban Land & Infrastructure Ltd.



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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 Apartment along with the Car Parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Haryana Development and Regulations of Urban Areas Act, 1975. The Promoter showing compliance of various laws/regulations as applicable in Haryana.

20. INDEMNITY:

20.1 With effect from the date of taking possession of the said Apartment along with the Car Parking (if applicable), the Allottee agrees to indemnify and to keep the Promoter and their assigns, nominees, including the MSA and their officers/employees as well as the other occupants/owners of the Araya Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any law for the time being in force or the stipulations applicable to the Allottee or the said Apartment hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee.

20.2 Further, the Allottee hereby agrees to indemnify the Promoter /MSA and always keep it indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas banks etc. for which the Allottee/occupant shall be solely responsible. If the Allottee uses or permits the use of the said Apartment for any purpose other than residential, then the Promoter shall be entitled to treat the allotment of the said Apartment under this Agreement as cancelled and to resume the possession of the said Apartment and the Allottee has agreed to this condition. The Allottee specifically agrees to strictly adhere to the business/operating hours as may be determined by the Promoter /MSA/Body or Association from time to time and are subject to statutory guidelines issued by the concerned authorities.

21. BINDING EFFECT:

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 and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances, Gurgaon, Haryana (specify the address of the Sub-Registrar) as and when intimated by the Promoter. 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/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) 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.


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22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment along with the Car Parking (if applicable), as the case may be.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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 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 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.

26. SEVERABILITY:

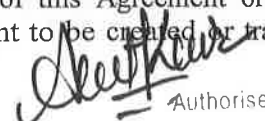
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

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 Carpet Area of the Apartment along with the Car Parking (if applicable) bears to the total Carpet Area of all the Apartments in the Project.

28. FURTHER ASSURANCES:

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


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hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the 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 at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

30. 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 the Allottee: _____
Address of the Allottee: _____

Name of the Promoter: _____
Address of the Promoter: _____

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.

31. 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.

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under

33. GOVERNING LAW:

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

34. DISPUTE RESOLUTION:

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written. For Pioneer Urban Land & Infrastructure Ltd.



Authorised Signatory

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Please affix
photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

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

For Pioneer Urban Land & Infrastructure Ltd.

Authorised Signatory

SCHEDULE 'C'

PAYMENT PLAN

1. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the court in which the same is filed.

2. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the court in which the same is filed.

3. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the court in which the same is filed.

4. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the court in which the same is filed.

5. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the court in which the same is filed.

[Handwritten signature]

Notary Public

SCHEDULE 'D'

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

SCHEDULE 'E'

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